



A G E N D A

OCONEE COUNTY COUNCIL MEETING

June 15, 2021

6:00 PM

Council Chambers, Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Call to Order

Public Comment Session

[Limited to a total of forty (40) minutes, four (4) minutes per person.]

If you are not able to attend in person and you have a comment, you may submit it by contacting our Clerk to Council, Katie Smith at ksmith@oconeesc.com or 864-718-1023, so that she may receive your comment and read it into the record.

Council Member Comments

Moment of Silence

Invocation by County Council Chaplain

Pledge of Allegiance to the Flag of the United States of America

Approval of Minutes

- June 1, 2021 Regular Minutes

Administrator Comments

Attorney Comments

Proclamation 2021-08

- Proclamation 2021-08 Honoring Lake A. Julian, II, Oconee County Director of Facilities Maintenance upon his Retirement

Proclamation 2021-09

- Proclamation 2021-09 Honoring Joy Scharich, Oconee County Voter Registration & Elections Executive Director upon her Retirement

Proclamation 2021-10

- Proclamation 2021-10 Honoring Karen W. Lee, Oconee County Associate Probate Judge upon her Retirement

Public Hearings for the Following Ordinances

If you would like to be heard during either of the public hearings, please contact Clerk to Council Katie Smith at ksmith@oconeesc.com or 864-718-1023 so that she may coordinate your participation by telephone.

Ordinance 2021-13 “AN ORDINANCE (1) APPROVING THE ASSIGNMENT OF ONETONE TELECOM, INC.’S INTEREST IN THAT CERTAIN NETWORK MASTER AGREEMENT, DATED JANUARY 18, 2017, TO UPCOUNTRY FIBER, LLC, A WHOLLY-OWNED

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

SUBSIDIARY OF BLUE RIDGE ELECTRIC COOPERATIVE, INC.; (2) APPROVING AN AMENDED AND RESTATED NETWORK MASTER AGREEMENT BETWEEN UPCOUNTRY FIBER, LLC AND OCONEE COUNTY; (3) AUTHORIZING THE OCONEE COUNTY ADMINISTRATOR TO EXECUTE THE AMENDED AND RESTATED NETWORK MASTER AGREEMENT; AND (4) OTHER RELATED MATTERS.”

General Government matter

Third Reading of the Following Ordinances

Third Reading of Ordinance 2021-13 is scheduled after Executive Session

Second Reading of the Following Ordinances

[None Scheduled.]

First Reading of the Following Ordinances

Ordinance 2021-14 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM (“SALEM WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

As directed by Council on June 1, 2021

Ordinance 2021-15 “AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER (“WESTMINSTER WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.”

General Government matter

First & Final Reading for the Following Resolutions

Resolution 2021-07 “A RESOLUTION RECOGNIZING AND DESIGNATING APRIL 2021 AS FAIR HOUSING MONTH.”

General Government matter

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

Discussion Regarding Action Items

Used 2014 Bell B30E Articulated Water Truck / Rock Quarry / \$215,000.00

Budget: \$782,000.00 / **Project Cost:** \$215,000.00 / **Balance:** \$567,000.00

Procurement pending approval of the FY 21-22 budget

This purchase is for a Used 2014 Bell B30E Articulated Water Truck. Its main use will be for dust suppression throughout the quarry. This will enable the Rock Quarry staff to meet DHEC requirements concerning particulate emissions as listed in Regulation 61-62.6, detailed in the operating permit GSOP 1820-0021. The machine is also equipped with a 50ft hose to assist in cleaning the crushing plant.

After researching the types of water trucks on the market, it has been determined that the used 2014 Bell B30E is the most cost effective machine that will meet the needs of the Oconee Quarry. Rock Quarry staff has inspected and tested this equipment and found it to be in good working condition.

It is the staff's recommendation that Council approve the purchase of the Used 2014 Bell B30E Articulated Water Truck from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$215,000.00.

Council Committee Reports

Planning & Economic Development.....[06.01.2021]

Board & Commission Appointments

The Board & Commission seats listed below are co-terminus with Council District seats and will require [in the 1st quarter of 2021] appointment and/or reappointment as follows:

Building Codes Appeal Board

1 At-Large Seat: No questionnaire on file for this seat

Executive Session

[upon reconvening Council may take a Vote and/or take Action on matters brought up for discussion in Executive Session, if required]

For the following purposes, as allowed for in § 30-4-70(a) of the South Carolina Code of Laws:

[1] Discuss employment / personnel matter - County Attorney.

[2] Discussion regarding an Economic Development matter, Project Ruby Slipper.

[3] Discussion regarding an Economic Development matter, Project Drift.

[4] Receive legal advice and discuss contractual matter regarding County broadband network.

Third Reading of the Following Ordinance

Ordinance 2021-13 "AN ORDINANCE (1) APPROVING THE ASSIGNMENT OF ONETONE TELECOM, INC.'S INTEREST IN THAT CERTAIN NETWORK MASTER AGREEMENT, DATED JANUARY 18, 2017, TO UPCOUNTRY FIBER, LLC, A WHOLLY-OWNED SUBSIDIARY OF BLUE RIDGE ELECTRIC COOPERATIVE, INC.; (2) APPROVING AN AMENDED AND RESTATED NETWORK MASTER AGREEMENT BETWEEN UPCOUNTRY FIBER, LLC AND OCONEE COUNTY; (3) AUTHORIZING THE OCONEE COUNTY ADMINISTRATOR TO EXECUTE THE AMENDED AND RESTATED NETWORK MASTER AGREEMENT; AND (4) OTHER RELATED MATTERS."

General Government matter

Adjourn

Assisted Listening Devices [ALD] are available to accommodate the special needs of citizens attending meetings held in Council Chambers.
ALD requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council, Committee, Board & Commission meeting schedules, agendas are posted at the Oconee County Administration Building & are available on the County Council Website.

COUNCIL MEMBERS

John Elliott, Chair, District I

Paul Cain, Vice-Chair, District III

Julian Davis, III, Chair Pro Tem, District IV

Matthew Durham, District II

Glenn Hart, District V

OCONEE CODE OF ORDINANCES

Sec. 2-61. - Access to and conduct at county meetings, facilities and property.

(a) *Purpose.* The county council has determined that it is necessary to regulate access to county facilities, grounds and property in order to ensure the safety and security of the public who visit these areas or the county employees who serve them. The conduct of persons who visit county facilities and/or who have contact with county employees must also be regulated to preserve public order, peace and safety. The regulation of access and conduct must be balanced with the right of the public to have reasonable access to public facilities and to receive friendly, professional service from county employees. These regulations apply to all county facilities and meetings, as defined below, for and over which county council exercises control and regulation, and to the extent, only, not preempted by state or federal law.

(b) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Facility means any building, structure, or real property owned, leased, rented, operated or occupied by the county or one of its departments, offices or agencies.

Meeting means any assemblage of persons for the purpose of conducting county governmental business, operations or functions or any assemblage of persons within a county governmental facility. The term "meeting" includes, but is not limited to, county council meetings, county board and committee and staff meetings, trials, hearings and other proceedings conducted in the courts of general sessions and common pleas, family court, master-in-equity, probate court and magistrate's court; and other meetings by entities duly authorized by the county council.

(c) *Prohibited acts.* It shall be unlawful for any person to:

- (1) Utter loud, obscene, profane, threatening, disruptive or abusive language or to engage in any disorderly or disruptive conduct that impedes, disrupts or disturbs the orderly proceedings of any meeting, or operations of any department or function of the county government, including, without limitation, speaking when not explicitly recognized and authorized to do so by the presiding official in such meeting.
- (2) Bring, carry, or otherwise introduce any firearm, knife with blade longer than two inches or other dangerous weapon, concealed or not concealed, into any facility or meeting. This prohibition does not apply to law enforcement personnel or any other person whose official, governmental duties require them to carry such firearm, knife, or other weapon.
- (3) Engage in partisan political activity, including speech, in any meeting not authorized and called for the purpose of partisan political activity and explicitly authorized for such purpose in the facility in which such activity is to be conducted, or refusing to cease such activity when the presiding official of the meeting in question has ruled that the activity in question is partisan political activity and has directed that such activity stop.
- (4) Interfere with, impede, hinder or obstruct any county governmental official or employee in the performance of his duties, whether or not on county government property.
- (5) Enter any area of a county government facility, grounds or property when such entry is prohibited by signs, or obstructed or enclosed by gates, fencing or other physical barriers. Such areas include rooms if clearly marked with signs to prohibit unauthorized entry.
- (6) Enter by vehicle any area of a county governmental facility, grounds or property when such area is prohibited by signs or markings or are obstructed by physical barriers; or park a vehicle in such restricted areas; or park in a manner to block, partially block or impede the passage of traffic in driveways; or park within 15 feet of a fire hydrant or in a fire zone; or park in any area not designated as a parking space; or park in a handicapped parking space without proper placarding or license plate; or park in a reserved parking space without authorization.

- (7) Use any county governmental facility, grounds or other property for any purpose not authorized by law or expressly permitted by officials responsible for the premises.
 - (8) Enter without authorization or permission or refuse to leave any county governmental facility, grounds or other property after hours of operation.
 - (9) Obstruct or impede passage within a building, grounds or other property of any county governmental facility.
 - (10) Enter, without legal cause or good excuse, a county governmental facility, grounds or property after having been warned not to do so; or, having entered such property, fail and refuse without legal cause or good excuse to leave immediately upon being ordered or requested to do so by an official, employee, agent or representative responsible for premises.
 - (11) Damage, deface, injure or attempt to damage, deface or injure a county governmental property, whether real property or otherwise.
 - (12) Enter or attempt to enter any restricted or nonpublic ingress point or any restricted access area, or bypass or attempt to bypass the designated public entrance or security checkpoint of a facility without authorization or permission.
 - (13) Perform any act which circumvents, disables or interferes with or attempts to circumvent, disable or interfere with a facility's security system, alarm system, camera system, door lock or other intrusion prevention or detection device. This includes, without limitation, opening, blocking open, or otherwise disabling an alarmed or locked door or other opening that would allow the entry of an unauthorized person into a facility or restricted access area of the facility.
 - (14) Exit or attempt to exit a facility through an unauthorized egress point or alarmed door.
- (d) *Penalty for violation of section.* Any person violating the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be punished in accordance with section 1-7. In addition, vehicles that are improperly parked on any county property, facility, or other premises may be towed at the owner's expense.

(Ord. No. 2003-04, §§ 1—4, 4-15-2003; Ord. No. 2012-06, § 1, 4-3-2012)

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2021-08**

**A PROCLAMATION HONORING LAKE A. JULIAN, II, OCONEE
COUNTY DIRECTOR OF FACILITIES MAINTENANCE UPON HIS
RETIREMENT**

WHEREAS, Mr. Lake Julian, a resident of Salem, South Carolina; is married to Mrs. Gay Julian and together they have one son, Lake A. Julian, III, and

WHEREAS, Mr. Julian began working as a full-time, Oconee County employee on March 15, 2004; and

WHEREAS, Mr. Julian served as the Director of the Oconee County Rock Quarry, Animal Control and Facilities Maintenance; and

WHEREAS, Mr. Julian's experience in construction and project management, purchasing, heavy equipment operation, carpentry and OSHA and safety regulations made him an invaluable member of the Oconee County team; and

WHEREAS, Mr. Julian actively participated in various projects, including but not limited to, the construction and maintenance of the South Cove and Chau Ram Camp Stores, ADA compliant restrooms at all County parks and the Oconee County Detention Center and maintenance and renovations to all County facilities; and

WHEREAS, Mr. Julian is renowned as a hard-working and fair supervisor, at all times committed to helping his staff and peers and providing alternative solutions when facing any task, and

WHEREAS, after seventeen years of service to the citizens of Oconee County, Mr. Julian retired on June 2, 2021.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Mr. Julian's dedication and commitment to the County and congratulate him on the occasion of his retirement.

APPROVED AND ADOPTED this 15th day of June, 2021.

OCONEE COUNTY, SOUTH CAROLINA

John Elliott, Chairman of County Council
Oconee County, South Carolina

Attest: _____
Katie Smith, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2021-09**

**A PROCLAMATION HONORING JOY SCHARICH, OCONEE COUNTY
VOTER REGISTRATION & ELECTIONS EXECUTIVE DIRECTOR UPON
HER RETIREMENT**

WHEREAS, Ms. Joy Scharich, a resident of Seneca, South Carolina; married Todd Scharich on July 12, 2014 and has four children and two grandchildren; and

WHEREAS, in early 2000, Ms. Scharich began working as a full-time, Oconee County employee as the Clerk of the Voter Registration & Elections office; and

WHEREAS, Ms. Scharich was appointed by the Board of Registration & Elections to serve as the County's second Voter Registration & Elections Executive Director in June 2001; and

WHEREAS, Ms. Scharich is the longest serving Director for Oconee County Registration & Elections; and

WHEREAS, Ms. Scharich has served the citizens of Oconee County with her professionalism, knowledge, and dedication to the election process for twenty years; and

WHEREAS, Ms. Scharich is recognized as a dependable co-worker and friend and has always been willing to help co-workers, members of the community and the Board when needed; and

WHEREAS, known for her love of family and unparalleled personality, Ms. Scharich will undoubtedly continue onto great things, enjoying time with her family and making many new memories following her retirement on June 28, 2021.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Ms. Scharich's dedication and commitment to Oconee County and congratulate her on the occasion of her retirement.

APPROVED AND ADOPTED this 15th day of June, 2021.

OCONEE COUNTY, SOUTH CAROLINA

John Elliott, Chairman of County Council
Oconee County, South Carolina

Attest:

Katie Smith, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION 2021-10**

**A PROCLAMATION HONORING KAREN W. LEE, OCONEE COUNTY
ASSOCIATE PROBATE JUDGE UPON HER RETIREMENT**

WHEREAS, Ms. Karen W. Lee, a resident of Westminster, South Carolina; is married to Daniel “Danny” Lee and together they have one son, Micah, and

WHEREAS, on January 1, 1987, Ms. Lee began working as a full-time, County employee as a Secretary II at the Oconee County Probate Court; and

WHEREAS, Ms. Lee later served as a Probate Court Clerk for Judge J.W. Ballenger, Deputy Probate Judge for Judge Sandra Burgess Orr, and Associate Probate Judge for Judge Sandra Burgess Orr and Judge Kenneth E. Johns, Jr.; and

WHEREAS, in good times, and difficult times, Ms. Lee has served a diverse range of people and provided courteous and comprehensive help to County officials, members of the public and fellow staff; and

WHEREAS, Ms. Lee has distinguished herself as a hard-working and dedicated public servant, at all times committed to helping her community with a sense of fairness and has provided invaluable leadership and guidance on many matters; and

WHEREAS, her colleagues know her as a steady, dependable co-worker and friend, who takes pride in her work and in this community, and who is always ready to lend a helping hand when needed; and

WHEREAS, after thirty-four years of service to the citizens of Oconee County, Ms. Lee will retire on June 30, 2021.

NOW, THEREFORE, we, the Oconee County Council, do hereby recognize and express our sincere gratitude for Ms. Lee’s dedication and commitment to the County and congratulate her on the occasion of her retirement.

APPROVED AND ADOPTED this 15th day of June, 2021.

OCONEE COUNTY, SOUTH CAROLINA

John Elliott, Chairman of County Council
Oconee County, South Carolina

Attest:

Katie Smith, Clerk to County Council
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE**

ORDINANCE 2021-13

AN ORDINANCE (1) APPROVING THE ASSIGNMENT OF ONETONE TELECOM, INC.'S INTEREST IN THAT CERTAIN NETWORK MASTER AGREEMENT, DATED JANUARY 18, 2017, TO UPCOUNTRY FIBER, LLC, A WHOLLY-OWNED SUBSIDIARY OF BLUE RIDGE ELECTRIC COOPERATIVE, INC.; (2) APPROVING AN AMENDED AND RESTATED NETWORK MASTER AGREEMENT BETWEEN UPCOUNTRY FIBER, LLC AND OCONEE COUNTY; (3) AUTHORIZING THE OCONEE COUNTY ADMINISTRATOR TO EXECUTE THE AMENDED AND RESTATED NETWORK MASTER AGREEMENT; AND (4) OTHER RELATED MATTERS.

WHEREAS, Oconee County, South Carolina ("County") is a body politic and corporate and a political subdivision of the State of South Carolina and is authorized by the provisions of Title 4, Chapter 9 of the Code of Laws of South Carolina to lease property and to make and execute contracts;

WHEREAS, County deployed, operated, and maintained a middle-mile fiber optic communications network throughout the County (the "Network") until January 18, 2017;

WHEREAS, the Network was built with federal grant funds under the NTIA Broadband Technology Opportunities Program ("**BTOP**"), along with state and local matching dollars, to achieve specific community goals associated with the terms of the grant issued by the National Telecommunications and Information Administration (Award No. NT10BIX5570117);

WHEREAS, in 2015 the County sought to leverage private-sector expertise to maximize the economic development potential of the Network and to provide continued investment and market development to support the long-term sustainability of the Network by publishing a Request for Information and a Request for Proposals (RFP #15-14), seeking private sector service providers that could expand the Network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP Award;

WHEREAS, the County reviewed all submissions pursuant to RFP #15-14 and determined that OneTone Telecom, Inc. ("OneTone") could best meet the County's objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community;

WHEREAS, the County and OneTone entered into that certain Network Master Agreement dated January 18, 2017, together with an amendment effective March 28, 2019 (collectively the "Original NMA") which, among other things, transferred from the County to

OneTone, (a) overall Network management obligations and benefits; and (b) a leasehold interest in Network assets;

WHEREAS, OneTone now desires to assign, sell, and convey to Upcountry Fiber, LLC, a wholly-owned subsidiary of Blue Ridge Electric Cooperative, Inc. (“Upcountry”), OneTone’s assets relating to its provision of broadband internet and other telecommunications services to residential and commercial customers, including an assignment of OneTone’s interest in the Original NMA (the “Assignment”);

WHEREAS, Upcountry’s agreement to consummate the transaction with OneTone is expressly conditioned on the County’s consent to the Assignment and the County’s approval and execution of an Amended and Restated Network Master Agreement (“Amended and Restated NMA”); and

WHEREAS, the Oconee County Council finds that the Assignment is in the best interest of the County; that it will significantly further the County’s goals for the Network, including expanded broadband availability, increased economic development opportunities, and continued investment and market development; and that the Amended and Restated NMA is necessary and proper in order to clearly and comprehensively document the relationship between Oconee County and Upcountry.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Assignment Approved. The County approves and consents to the Assignment between OneTone Telecom, Inc. and Upcountry Fiber, LLC, as stated above.

Section 2. Amended and Restated NMA Approved. The Amended and Restated NMA is approved, and the County Administrator is authorized to execute and deliver the Amended and Restated NMA in substantially the same form as Exhibit A attached hereto, with only such changes as are not materially adverse to the County, on the advice of the County Attorney.

Section 3. Related Documents and Instruments; Future Acts. The County Administrator is hereby authorized to negotiate such documents and instruments that may be necessary or incidental to the Amended and Restated NMA and to execute and deliver any such documents and instruments on behalf of the County.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: May 18, 2021
Second Reading: June 1, 2021
Third Reading: June 15, 2021
Public Hearing: June 15, 2021

Subject to NTIA Review / Approval

AMENDED AND RESTATED NETWORK MASTER AGREEMENT

THIS AMENDED AND RESTATED NETWORK MASTER AGREEMENT (“Master Agreement” or “Agreement”) is entered into and effective as of the Effective Date (as defined below) between Oconee County, a public body, corporate and politic, of the State of South Carolina (“Oconee County” or the “County”), 415 S. Pine Street, Walhalla, SC 29691, and Upcountry Fiber, LLC, a limited liability company organized under the laws of the State of South Carolina and wholly owned by Blue Ridge Electric Cooperative, Inc., with principal offices located at 734 West Main Street, Pickens, SC 29671 (“Upcountry”), each a “Party” and together, the “Parties.”

RECITALS

1. Oconee County deployed, operated and maintained a middle-mile fiber optic communications network throughout the County, administered as a separate department of the County known as “Oconee FOCUS” (“Network”) until January 18, 2017.
2. The Network was built with federal grant funds under the NTIA Broadband Technology Opportunities Program (“BTOP”), along with state and local matching dollars, to achieve certain community goals associated with the terms of the grant issued by the National Telecommunications and Information Administration (Award No. NT10BIX5570117).
3. In 2015, the County sought to leverage private-sector expertise and investment to build upon the County’s success, maximizing the economic development potential of the County’s network assets and providing continued investment and market development to support the long-term sustainability of the network by publishing a Request for Information and a Request for Proposals (RFP #15-14) seeking private sector service providers that could expand the network, fulfill community goals that are above and beyond what is standard in the telecommunications industry, and further the objectives of the BTOP Award.
4. The County reviewed all submissions pursuant to RFP #15-14 and determined that OneTone Telecom, Inc. (“OneTone”) could best meet the County’s objectives and the BTOP objectives, in addition to providing other tangible and intangible benefits to the community.
5. The County and OneTone entered into that certain Network Master Agreement dated January 18, 2017 (together with that certain amendment effective March 28, 2019, the “Original NMA”) which, among other things, transferred from the County to OneTone, (a) overall Network management obligations and benefits; and (b) a leasehold interest in the Network assets.
6. OneTone has conditionally assigned, sold, and conveyed to Upcountry OneTone’s assets relating to its provision of broadband Internet and other telecommunications services to residential and commercial customers, including the Original NMA (“OneTone Transaction”).¹

¹ A properly redacted and executed copy of that certain Asset Purchase Agreement by and among Upcountry Fiber, LLC (as Purchaser), OneTone Telecom, Inc. (as Seller) and R. Scott Loggins and Michael Powell (Each in Their Capacity as Owners) (the “Asset Purchase Agreement”), dated _____, has been provided to Oconee County prior to the execution of this Agreement.

Proprietary Information

DRAFT – Subject to additional review of parties w/material interest

7. The consummation of the OneTone Transaction was expressly conditioned on the County’s consent to OneTone’s assignment of the Original NMA and approval of this Master Agreement to amend and restate the Original NMA, both of which are evidenced by the execution of this Agreement.
8. The County desires to accept and approve the assignment of OneTone assets, to include OneTone’s leasehold interest in the Network, to Upcountry as described in the OneTone Transaction.
9. For clarity, and due to technological and other changes occurring since the Original NMA was entered into, the Parties desire to amend and restate the Original NMA as set forth herein.

1. Table of Exhibits Made Part of this Agreement

Exhibit A: Description of Leased Network Assets

Exhibit B: SDOC, County, CAI, and Fire Station Sites

Exhibit C: Lease Fee Schedule

2. Definitions

- 2.1. “Agreement” means this Master Agreement, and any and all Exhibits, Addenda, and Attachments thereto to which the Parties may agree from time to time and which reference this Master Agreement.
- 2.2. “Assets” means the Network-related assets administered by Oconee FOCUS until the effective date of the Original NMA, including fiber optic cable, associated electronic equipment, physical facilities and appurtenances comprising the Network; interest in IRUs and other Network-related agreements to which the County is a party; easements and other rights of access; and other material, software, Authorizations, services, claims, receivables, and accounts of the Network currently owned by or owed to Oconee County including its interest, if any, in OneTone’s additions to the Network. Exhibit A sets forth physical Assets exceeding \$5,000 in value, but Assets shall also include items of less than \$5,000 in value otherwise meeting this definition as of the effective date of the Original NMA.
- 2.3. “Assignment” means the assignment from OneTone to Upcountry of all rights and obligations of OneTone with respect to the Network, as set forth in the Original NMA.
- 2.4. “Authorizations” means the permissions a Party must have to perform its obligations under this Agreement, which may include franchises; licenses; permits; zoning approvals; variances; exemptions; grants of authority to use public rights of way or facilities; agreements to make attachments to poles, ducts, conduits, towers, buildings, rooftops, manholes, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
- 2.5. “Authorization Fees” means all permit, right-of-way, easement, pole attachment, franchise, encroachment, or license fee, charge or assessment of any kind applicable to the placement and maintenance of Network Assets and appurtenances, whether imposed by a governmental authority or a private entity.
- 2.6. “Award” means the 2010 BTOP award issued by NTIA to the County, designated Award # NT10BIX5570117.

Proprietary Information

DRAFT – Subject to additional review of parties w/material interest

- 2.7. “BTOP” means the Broadband Technology Opportunities Program of the NTIA.
- 2.8. “Community Anchor Institution” or “CAI” means schools, libraries, medical and healthcare providers, public safety entities, community colleges and other institutions of higher education, and other community support organizations and agencies that provide outreach, access, equipment and support services to facilitate greater use of broadband service by vulnerable populations, including low-income, the unemployed and the aged.
- 2.9. “Effective Date” means the date upon which the Closing (as defined in Section 4.1 of the Asset Purchase Agreement) of the OneTone Transaction occurs. For avoidance of doubt, this Agreement shall not become effective unless and until the Closing occurs.
- 2.10. “Federal Interest” means the federal government’s ownership interest in real or personal property, whether tangible or intangible, that is acquired or is improved, in whole or in part, with funds from the Award.
- 2.11. “Lease” means the County’s lease of Network Assets to Upcountry, pursuant to this Agreement.
- 2.12. “Network” means the fiber optic communications network in Oconee County previously operated and maintained by Oconee FOCUS and constructed with federal financial assistance under the Award (as well as state and local matching funds) as previously improved and maintained by OneTone pursuant to the Original NMA and that will be improved and maintained by Upcountry under the terms of this Agreement.
- 2.13. “NTIA” means the U.S. Department of Commerce’s National Telecommunications and Information Administration.
- 2.14. “Oconee FOCUS” or “FOCUS” means the County department originally tasked with executing the Award and administering the Network.
- 2.15. “RFP” means the Request for Proposals #15-14 issued by Oconee County, entitled “Lease and Operation of Fiber Network Assets and Services for Oconee County, South Carolina.”

3. Term

This Agreement shall commence on the Effective Date and shall remain in effect until 11:59 p.m. on January 18, 2037 (“Term”).

4. Lease of Network Assets and Amendment and Restatement of the Original NMA

As of the Effective Date, in consideration of the fees, and other agreements and obligations set forth herein, for the term set forth below, the County consents to the Assignment of the Original NMA, grants an exclusive leasehold interest to Upcountry in the Assets, and waives its right of first refusal as set forth in the Original NMA.

- 4.1 For clarity, to accommodate certain technological and other changes since the execution of the Original NMA, and to adopt certain amendments to the Original NMA to effect the intention of the parties, the County and Upcountry further agree that as of the Effective Date, the rights and obligations of the Parties shall be governed solely by this Amended and Restated Network Master Agreement.

4.2. Lease Term. The leasehold interest granted to Upcountry shall continue for the duration of the Term or, if the useful life of an Asset is shorter than the Term of this Agreement, for its useful life. Upon the end of an Asset’s useful life, title in such Asset will be deemed to transfer from the County to Upcountry. Notwithstanding the foregoing, Upcountry will pay the full Lease Fee for the duration of the Term as set forth in Section 4.3 below and Exhibit C.

4.3. Lease Fee. In exchange for the lease of Network Assets and for other consideration set forth herein, Upcountry will pay to the County lease fees as set forth in Exhibit C, which shall be subject to reduction if Upcountry achieves one or both of the Investment Targets defined in Section 6.4.2.

5. RESERVED

6. Obligations of Upcountry

6.1. Network Management

Upcountry will perform the following Network management tasks:

- Manage the day-to-day operations of the Network;
- Monitor and maintain the Network according to generally accepted engineering standards in the communications industry;
- Engineer, design and manage Network collocation facilities;
- Manage Network engineering and deployment;
- Expand the Network, as set forth in Section 6.4 of this Agreement;
- Implement system improvements meeting or exceeding industry standards and ensuring that the Network remains a state-of-the-art, up-to-date communications facility;
- Ensure optimum reliability; and
- Acquire and maintain adequate electrical power systems.

6.2. Services to Schools, County, and CAIs

6.2.1. *Services to School District of Oconee County*

6.2.1.1. Upcountry will provide to each of the School District of Oconee County (“School District” or “SDOC”) sites as set forth in Exhibit B, without interruption, 10 Gbps Metro Ethernet WAN and 1 Gbps Direct Internet Access services (except for the Hamilton Career Center Shop, which currently receives 1 Gbps Metro Ethernet), as had been provided to such sites by OneTone as assignee of certain contractual rights under the Original NMA, and will do so for the duration of the existing contract between the School District and OneTone (either as counterparty of SDOC or assignee of Oconee County, such contract, the “SDOC Contract”), the obligations and benefits of which Upcountry will assume.

6.2.1.2. For purposes of the federal Schools and Libraries Program (E-Rate), on or about the Effective Date, Upcountry will take steps necessary to cause the FOCUS SPIN (and all obligations and benefits conferred thereby) to be transferred to Upcountry, or any other appropriate measures to ensure uninterrupted and ongoing SDOC receipt of E-Rate support. So long as Upcountry diligently pursues the E-Rate transition, the

County will provide assistance to Upcountry (and, as applicable, OneTone) to accomplish the transition while ensuring continuity of service for SDOC.

- 6.2.1.3.** Upcountry will offer to continue the services described in Section 6.2.1.1 to the School District (including any additional School District sites) following the current SDOC Contract term, and Upcountry shall not, for the duration of the Term, charge the School District more for such services than were charged by OneTone immediately prior to the Effective Date. Notwithstanding the foregoing, however, nothing herein shall be construed to prohibit Upcountry from charging increased service fees and costs if the School District requests a service level increase. Additionally, nothing in this section shall preclude Upcountry from offering a service-level increase, lower rates, or both, to the School District.
- 6.2.1.4.** Upcountry will use its best efforts to identify and implement a plan for SDOC connectivity to Internet2, taking into account School District needs, timeframes and cooperation.
- 6.2.1.5.** *Additional School Sites.* The expense of connecting an additional school location, including construction and electronics, will be the responsibility of the School District, not Upcountry, and will be provided by Upcountry at its cost. Services will be offered to an additional school location at the same cost and quality as generally available to other School District sites.

6.2.2. *Services to County Locations*

6.2.2.1. During the Term, Upcountry will offer to all Oconee County government locations connected to the Network as of the Effective Date (set forth in Exhibit B) the following services over a Gigabit Passive Optical Network (“GPON”) or other similar technology, for \$75.00 per month, per location:

- 100Mbps transport
- 150Mbps Direct Internet Access (to Walhalla server room)
- Redundant circuit for failover
- Maintenance: maintenance, customer support, equipment maintenance and fiber

6.2.2.2. The expense of connecting an additional County location, including construction and electronics, will be the responsibility of the County, and will be provided by Upcountry at its cost. Services will be offered to an additional County location at the same cost and quality as generally available to other County locations.

6.2.3. *Services to Community Anchor Institutions*

6.2.3.1. *Community Anchor Institutions.* During the Term, Upcountry will offer to Community Anchor Institutions connected to the Network as of the Effective Date (set forth in Exhibit B) the following services, for \$75.00 per month, per location:

- 30 Mbps symmetrical (30x30) GPON
- Maintenance: support, equipment, DIA, and fiber maintenance costs

6.2.3.2. *New CAI Connections.* Upcountry will make available the services and pricing terms described above to all CAIs within Oconee County, provided, however, that Upcountry is under no obligation to incur uncompensated costs of connections to such sites (including but not limited to fiber optic construction).

6.2.3.3. *Fire Stations.* For the Term, Upcountry will continue the provision of no-cost transport and Internet connectivity up to 100 Mbps GPON to each fire station in the County (set forth in Exhibit B), whether or not Upcountry continues to operate and maintain Network equipment at such sites.

6.2.4. *Publicly funded schools, located within Oconee County (non-SDOC schools)*

The expense of connecting non-SDOC school locations in addition to those reflected on Exhibit B, if any, including construction and electronics, will be the responsibility of the school, not Upcountry, and will be provided by Upcountry at its cost. Upcountry shall offer competitively priced services to these sites.

6.3. Assumption of Existing Contracts

6.3.1. *ISPs and Other Network Customers.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, Upcountry will honor and assume (as of the Effective Date) all current, written and executed OneTone contracts with ISPs and other Network customers, of which Upcountry has received copies and agreed to assume pursuant to the OneTone Transaction, whether originally assigned to OneTone by County pursuant to the Original NMA or entered into by OneTone with a third party since the effective date of the Original NMA, to provide transport, Internet access, server hosting, maintenance, IRUs, and any other Network services as specified in such contracts. Customers under such contracts will continue to receive service from Upcountry with no interruption in service for the remainder of their respective written contract terms under the terms and conditions of such contracts.

6.3.2. *Service and Support Contractors.* Unless otherwise provided in this Agreement or specifically in writing by the Parties, Upcountry will honor and assume (as of the Effective Date) all current written and executed Network service and support contracts, whether originally assigned to OneTone by County pursuant to the Original NMA or entered into by OneTone with a third party since the effective date of the Original NMA. Customers under such contracts will continue to receive service from Upcountry with no interruption in service for the remainder of their respective written contract terms under the terms and conditions of such contracts.

6.3.3. *Oral Agreements; Customer Contracts Beyond Original Term.* Upcountry shall have no obligation to continue performance under any oral customer contracts or written contracts whose terms have expired and are continuing on a period-to-period basis or that are otherwise terminable at will; provided, however, that nothing herein shall be interpreted to excuse Upcountry's obligation to provide reasonable, nondiscriminatory access to the Network or services related to the Network under applicable law. For clarity, Upcountry shall not be responsible for, or required to perform, under any contract whether pursuant to Section 6.3.1, 6.3.2 or 6.3.3 that is not disclosed in writing to Upcountry prior to the Effective Date.

6.4. Network Expansion

The Original NMA obligated OneTone to make \$1 million in capital investments during the first three years of the Original NMA term to expand broadband access for Oconee County residential and commercial customers, and further required OneTone to submit reports to the County upon request substantiating progress in meeting its investment obligations. The County expressly acknowledges that the Master Agreement as amended and restated herein expressly excludes those obligations and replaces them with Sections 6.4.1 through 6.4.3.

6.4.1. Last-Mile Technology. The County acknowledges that Upcountry intends to focus its build-out, expansion and Network upgrades for retail broadband service on providing fiber-to-premises access to customers. Subject to the terms of any applicable subscriber service agreements assumed by Upcountry under the OneTone Transaction, Upcountry shall continue to support or cause to be supported fixed wireless broadband service to each such existing customer (i) for the lesser of two (2) years from the Effective Date or (ii) until a replacement fiber-to-the-premises service can be offered to such customers. Upcountry (xi) shall bear no obligation to provide fixed wireless broadband services to any prospective customer who did not subscribe to such service before the Effective Date, and (xii) shall not be obligated to market or cause to be marketed fixed wireless broadband service to prospective customers on or after the Effective Date. Nothing in this Section shall affect Upcountry’s obligation to provide broadband services to end users under this Agreement, whether by fixed wireless or fiber-to-the-premises technologies.

6.4.2 Minimum Capital Investment. During the first three years of the Term, Upcountry will invest, either itself or together with WC Fiber, LLC (“Co-Investor”), no less than \$2.5 million (the “CapEx Floor”) to expand and upgrade the Network within Oconee County for provision of the products and services set forth herein.

6.4.3. Planned Capital Investment; Incentives. In accordance with Upcountry’s business and engineering plan presented to the County, Upcountry projects total capital investment during the Term to expand Network middle-mile and last-mile fiber infrastructure within the County significantly in excess of the CapEx Floor. To incentivize Upcountry’s and Co-Investor’s capital investment in the Network and the expansion of broadband services to as many County residents as possible, the County agrees that the penultimate scheduled lease payment due and payable by Upcountry January 1, 2036 shall be reduced upon satisfaction of certain investment and expansion benchmarks (each, an “Investment Target”). Each Investment Target and its corresponding lease payment reduction is set forth in the following table:

Investment Target:	Penultimate Lease Payment (Jan. 1, 2036) Reduced To:
\$25 million total capital investment by Upcountry and Co-Investor in Oconee County, and 20% of total County address points passed by Network	\$1,000,000.00
\$35 million total capital investment by Upcountry and Co-Investor in Oconee County, and	\$250,000.00

30% of total County address points passed by Network	
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In this Section, “address points” means each individual address assigned by the County to any owner or occupant of real property located within the County’s boundaries. References in this Agreement to “capital investment,” “CapEx” or the like are intended to refer to any expenditure or commitment to expend money for any purchase or other acquisition of any asset which appropriately would be classified as a fixed or capital asset on the balance sheet of Upcountry or Co-Investor prepared in accordance with Generally Accepted Accounting Principles. Upcountry may establish address points passed by submitting GIS/mapping data in a form reasonably acceptable to the County. An address point is “passed” if the network traverses the road on which the address point is located, such that connecting the customer requires only construction of a service drop rather than construction in or along the road.

Upcountry may establish its achievement of the Investment Target(s) by providing reasonable written documentation to the County no later than December 15, 2031 of its actual CapEx expenditures or legally enforceable commitment to expend funds.

The Parties acknowledge and agree that nothing contained in this Section 6.4.3 obligates Upcountry or its Co-Investor to make a particular capital investment or to achieve a certain quantity of passed address points, and that the CapEx Floor set forth in Section 6.4.2 constitutes Upcountry’s sole obligation relating to Network capital investment which obligation can be met by the investment of the Co-Investor.

6.4.4 Reporting Requirements. Upcountry shall, by the following March 31 of each calendar year during the Term, submit a report to the County summarizing, with reasonable supporting documentation, the capital investments made to maintain, expand, and upgrade the Network infrastructure during the calendar year just ended. Upon request, Upcountry shall present any such annual report to the Oconee County Council. In addition, upon request of County, Upcountry will provide such summaries to the County from time to time, but in any event no more often than once per calendar quarter.

6.5. Services Offered; Sales & Marketing; Customer Service

6.5.1. Services Offered

Upon the Effective Date, Upcountry will offer the following services:

Direct Fiber Services:

- Wholesale transport and DIA
- GPON and Metro Ethernet services to residences and businesses
- Protected circuits to data centers, cell towers, schools, and neighboring counties
- Point-to-point services

Rack Space:

- One (1) full rack with electrical power at the Seneca Network Operation Center (“NOC”) for School District and County (upon Effective Date)

Redundant Connections:

- Wireless LTE backup services for businesses
- Email Services
- Wholesale and retail email services

In addition, Upcountry will use its commercially reasonable best efforts to offer, the following services within three years of the Effective Date:

Video Services:

- Activation of video head-end capable of obtaining video programming content from originating sources and delivering linear video programming to subscribers, in the form of a video service or cable service, including local broadcast and premium channels
- Augmented bandwidth for customers, so that video service does not impact Internet bandwidth.

Rack Services:

- Open rack services for commercial co-location, with redundant power, AC and connectivity Data Services:
- Data services including backup, disaster recovery, SAN, and NAS

Hosting:

- Full PC, server and network support
- Full (virtual) server hosting, data hosting, web hosting, etc.
- Offered as a direct service to end customer, and as a wholesale service

All other services delineated in this Agreement.

Upcountry reserves the right to provide any service specified herein through the technology that is best suited for such needs but in any event such service shall satisfy in all material respects the standards set forth in this Agreement.

6.5.2. Sales & Marketing in Oconee County

6.5.2.1. Upcountry will be responsible for executing a strategic sales and marketing plan with a local sales force that will focus directly on last-mile fiber construction and services, targeting neighborhoods and business clusters located close to existing and newly constructed fiber routes.

6.5.2.2. Upcountry will be responsible for marketing Network services through multiple means, with tracking capabilities and the flexibility to adjust to successful campaigns.

6.5.2.3. Upcountry will pursue contracts to connect university labs and other prospective strategic customers in Oconee County and will continue discussions with major telecommunications companies concerning service to cell phone tower locations in Oconee County.

6.5.3. Customer Service. Upcountry will be responsible for providing Tier 1 and Tier 2 customer support for direct fiber and wireless broadband customers through its local call center.

6.6. Economic Development

Upcountry acknowledges that local economic development is a critical objective of the Award, the Network, and this Agreement. Upcountry will be an active participant in the Oconee County Economic Development Alliance and will meet with Alliance personnel periodically to refine objectives, track progress, share opportunities, and adjust strategies relating to economic development and the Network, as the parties may agree. Upcountry will aggressively pursue the location of Tier 2 data centers to the County.

6.7. BTOP/NTIA Programmatic Requirements

6.7.1. *Generally.* The Department of Commerce through the National Telecommunications and Information Administration (NTIA) made a financial assistance award under the Broadband Technology Opportunities Program (BTOP) to the County, dated July 21, 2010 (BTOP Award No. NT10BIX5570117) (“Award”). Documents related to the Award are available as of the Effective Date at <https://www2.ntia.doc.gov/grantee/county-of-oconee>. Upcountry will be responsible for compliance with all BTOP/NTIA operational requirements concerning those portions of the Network funded in whole or in part through the Award, for which Upcountry (or any party performing services on Upcountry’s behalf) assumes all federal, state, and other funding conditions, except that Oconee County will continue to be responsible for any ongoing reporting to NTIA as required under the Award. Upcountry will promptly comply with all County requests for information relating to required reporting under the Award. Upcountry will discuss with the County, and will obtain the County’s approval, prior to any substantial decision or change in operation, strategy or practice relating to any BTOP/NTIA-related regulation, obligation or objective. Representative NTIA and BTOP requirements and restrictions were set forth in Appendix C of Request for Qualifications #15-08 (“Lease and Operation of Fiber Network Assets and Services” issued December 15, 2015) related to the RFP. Upcountry acknowledges that it has reviewed, and agrees to abide by, all BTOP applicable requirements as set forth in the Award and in Appendix C of Request for Qualifications #15-08, except as otherwise provided in this Agreement.

6.7.2. *Open Access: Interconnection, Collocation and Wholesale Service*

6.7.2.1. *Interconnection and Collocation.* Upcountry will provide access to BTOP-funded facilities at any technically feasible and secure point along the Network (without exceeding current or reasonably anticipated capacity limitations). Rates and terms for interconnection will be reasonable and nondiscriminatory. Upcountry will negotiate in good faith with all requesting parties making a bona fide request for interconnection or wholesale services.

6.7.2.2. *Wholesale Services.* Upcountry will provide wholesale communications services on reasonable, nondiscriminatory rates and terms to qualified, credit-worthy carriers through the Oconee County area. Provisioning, installation, and repair/maintenance timeframes will be consistent with industry standards and practice.

6.7.2.3. *Response Time.* Upcountry will respond to requests for interconnection, collocation or wholesale service within a reasonable period of time.

6.7.3. *Federal Interest.* The Department of Commerce retains a Federal Interest in all BTOP-funded equipment, including the equipment leased and transferred through the Original

NMA, for the useful life of the equipment, as determined by the BTOP Useful Life Schedule, available at http://www2.ntia.doc.gov/files/fact_sheet_useful_life_schedule_082510_v1.pdf. The Federal Interest includes both beneficial title as well as a reversionary interest in the equipment. See 15 C.F.R. § 14.37.

6.8. Communication with County. Upcountry shall promptly and comprehensively respond to all County requests for information relating to Award compliance and other Network-related matters.

6.9. Compliance with Law and Regulation.

6.9.1. Upcountry shall comply with all federal, state and local laws and regulations concerning services provided by or caused to be provided by Upcountry using the Network. The County shall bear no responsibility whatsoever for regulatory actions – enforcement-related or otherwise – relating to OneTone’s or Upcountry’s use of the Network to provide services, or for compliance obligations incurred by OneTone or Upcountry through their use and management of the Network. For example, upon the Effective Date or within a reasonable period thereafter, consistent with federal guidelines, Upcountry will update and will be responsible for all prospective regulatory filings required to be made to the federal Universal Service Administrative Company (USAC) for the Universal Service Program, the E-Rate program, and for federal, state or local regulatory purposes. While Upcountry has accepted OneTone’s legal/regulatory compliance and other obligations, as assignee of the Original NMA, the County will remain responsible for Network-related County activities undertaken prior to the Original NMA effective date.

6.9.2. Upon request by the County, Upcountry shall promptly provide reasonable written evidence that it is in compliance with Section 6.9.1.

6.9.3. The Parties will cooperate in preparing and executing any security or financing documents, including amendments necessitated by OneTone’s assignment of its obligations to Upcountry, that may be made necessary (or deemed advisable by the County) by virtue of this transaction, such as UCC financing statements or other instruments.

6.10. Other Obligations of Upcountry

6.10.1. Redundant Backbone Connection

If not previously established by OneTone pursuant to its prior obligations under the Original NMA, Upcountry will establish a secondary, redundant Internet connection as soon as commercially practicable.

6.10.2. First Net

If such arrangement was not previously established by OneTone pursuant to its obligations under the Original NMA, Upcountry will attempt to partner with FirstNet and will use its best efforts to elevate Oconee County to the top of the list of FirstNet project deployments.

7. Obligations of Oconee County

- 7.1. Additional Approval.** Upcountry understands and agrees that certain actions necessary to effect the terms of this Agreement, including certain of the County’s obligations herein, may require additional approval by the governing body of the County. Such actions may include, but are not limited to, the purchase, lease, and/or sale of property made necessary by the provisions contained herein – for example, potential transactions necessary to satisfy the obligations contained in Sections 7.3 and 7.4.
- 7.2. Acknowledgment of Assignment of Existing Customer Agreements.** The County acknowledges and hereby memorializes its consent to, concurrently with the closing of the OneTone Transaction, OneTone’s assignment of all its existing customer agreements to Upcountry (including those customer contracts assigned by the County to OneTone under the Original NMA).
- 7.3. Wireless Siting on County-Owned Facilities.** In exchange for fiber and wireless connectivity provided by Upcountry to County government, schools, law enforcement, medical, public safety, emergency management and other CAIs at no cost, or at significantly discounted cost, the County will in good faith work with Upcountry to facilitate the location of wireless or other equipment on County-owned facilities, where government guidelines and policies would allow, and subject to the execution of appropriate siting agreements and permits. Refusal by the County to approve a wireless siting request for reasons of health, safety and welfare or specific government guidelines and policies shall not affect Upcountry’s obligation to provide service as described in this Agreement.
- 7.4. NOC Relocation.** To the extent not already fully performed by the County pursuant to the Original NMA, the County will pay costs and manage work associated with relocation and reconfiguration of the Walhalla and Westminster NOCs and update the UPS at the Seneca NOC. The County will use its best efforts to complete such work, if still unperformed as of the Effective Date, by a date that is no later than three months following the Effective Date. Upcountry shall be responsible, at its own cost, for supplying electric power to serve the relocated and reconfigured NOCs.
- 7.5. Fire Station Hub Sites.** To the extent not already fully performed by the County pursuant to the Original NMA, the County will either (i) obtain written permission from fire station personnel granting Upcountry unfettered 24x7 access to an existing Network hub on fire station property designated in Exhibit B (subject to reasonable security requirements, including background checks, identification of personnel and vehicles, and the like), or (ii) pay costs and manage work associated with relocation and reconfiguration of the fire station Network hubs. If the County’s obligations under this Section remain unperformed as of the Effective Date, the County will use its best efforts to complete such work by a date that is no later than three months after the Effective Date. The work includes relocation of the hubs into a hut near each fire station to enable unfettered 24x7 access to such hut by Upcountry and ensuring that each fire station hub site is equipped with a generator. Upcountry shall be responsible, at its own cost, for supplying electric power to serve any huts and hubs located on fire station property not within a fire station building.
- 7.6. BTOP Award Reporting and Oversight.** The County will remain primarily responsible for all reporting and compliance obligations associated with the BTOP Award. The County will obtain all necessary approvals or waivers from NTIA required for execution of this Agreement. As set forth in Section 6.8, Upcountry will promptly respond to all County requests for

information relating to the County’s Award compliance obligations. As required, the County will provide the NTIA and the NOAA Grants Office with a copy of the final executed agreement within the applicable rules and regulations setting forth such requirement.

7.7. Other County Obligations

In addition to obligations described elsewhere in this Agreement, the County will:

- Provide to Upcountry all FOCUS Network-related documentation, records, programs, facilities, historical invoice books, accounting documents, vendor lists, etc. (privileged and protected documents excluded) remaining in the County’s possession or control.
- Provide electronic authorization as needed to access all FOCUS systems (links, IDs, passwords, etc.), with appropriate measures taken to protect privacy and the security of County systems.
- Provide access to all GIS-created Network maps possessed by the County.
- Dedicate appropriate County staff, to the extent available, to work with Upcountry employees to effect a smooth transition from OneTone Network management to management by Upcountry.
- Provide assistance from the County Road Department with regard to policies and procedures for gaining access to public rights of way.
- To the extent not completed under the Original NMA, use best efforts to obtain up to four (4) railroad crossings for closing fiber connection gaps above the Westminster NOC. The exact locations of the permits will be identified within three (3) months of the Effective Date. Unless the Parties agree otherwise, the applications for permits will be filed no later than 18 months following identification of exact locations. Upcountry will complete construction in the crossing within the timeframe specified in the permit.
- Provide reasonable ongoing assistance from the County GIS Department for Network-related purposes.
- As applicable, reasonably cooperate with Upcountry’s efforts to submit information and documents necessary for compliance with reporting or notification obligations under the South Carolina Broadband Accessibility Act, S.C. Code Ann. § 58-9-3000 *et seq.*, or any other applicable law or regulation.

8. Releases of Liability

The County agrees that Upcountry bears no responsibility for or liability to the County based on the actual or alleged breach by OneTone of the following obligations of OneTone as stated under the Original NMA (all section references, where applicable, are to Original NMA): Section 4.2 (*Lease Fee*), Section 6.2.1.2 (addressing OneTone’s obligations related to transfer of FOCUS SPIN), 6.2.1.4 (addressing SDOC service rates), 6.3.1 and 6.3.2 (assumption and satisfaction of certain contracts) but only to the extent contracts referenced thereunder were not expressly assigned to Upcountry in the OneTone Transaction, Section 6.4 and related subsections (*Network Expansion*), Section 6.5.2 (*Sales & Marketing*), and Section 6.10.4 (*Other Activities Described in RFP Response*). The County hereby irrevocably releases Upcountry from any such claims or liabilities to the fullest extent allowable by law. Upcountry has otherwise accepted all rights and responsibilities of OneTone under the Original NMA, unless expressly modified by this Master Agreement.

The County represents and warrants that, to the best of its knowledge after reasonable investigation, the County is not subject to any outstanding third-party liability or actual, pending or threatened third-party legal claim or regulatory enforcement action, relating to the Network; and further, that the County has not received notice from any third party (including any government agency), whether written or otherwise, of a pending or threatened legal claim or regulatory enforcement action relating to the operation of the

Network. Excepting a breach of this representation or warranty by the County, Upcountry will hold harmless, indemnify and defend the County in any such action that is brought by a third party after the Effective Date, as further described in Section 13 (Indemnification).

9. Default and Remedies

9.1. Default by Upcountry. Except for Force Majeure Events, if Upcountry fails to perform its obligations under the terms of this Agreement, the County shall inform Upcountry of its default in writing, after which Upcountry will have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, the County shall extend the time for Upcountry to cure for a reasonable period of time, provided that Upcountry acts diligently to effect a cure, and such period does not exceed ninety (90) days. If such default is not cured following the cure period, or upon notification of Upcountry's insolvency or filing of a petition for bankruptcy, the County may terminate this Agreement and may pursue any remedy available to it under law or equity and shall have the right to reclaim possession of the Network, except that this right shall not apply to (i) any Network asset for which title has transferred to Upcountry per Section 4.2 of the Agreement (or for which title previously transferred to OneTone under Original NMA Section 4.1); or (ii) any improvements, additions or replacements to the Network (such assets as described in (i) and (ii) of this Section, "Upcountry Assets") after the effective date of the Original NMA. Maintenance and repairs in the ordinary course of business will not be considered new improvements, additions or replacements. As a remedy for default by Upcountry, the County may elect, by providing written notice to Upcountry within sixty (60) days of reclaiming the Network under this Section, to purchase the Upcountry Assets for an amount to be determined through a neutral third-party arbitration process, conducted in accordance with guidelines of the American Arbitration Association, with such amount to be the fair market value of the Network, equitably adjusted to provide an adequate remedy for the County relating to the default by Upcountry.

9.1.1. Notwithstanding the foregoing, if the default by Upcountry is in the nature of a payment missed due exclusively to acts or omissions of a third party, or of third parties, over which Upcountry has or had no control, County will allow the missed payment to be made in the following year or spread throughout the remaining years of the Term.

9.2. Default by the County. In the event the County fails to perform its obligations under the terms of this Agreement, Upcountry will inform the County of its default in writing, at which time the County shall have sixty (60) days to effect a cure. If the nature of the default does not permit a cure within sixty (60) days, Upcountry shall extend the time for the County to cure for a reasonable period of time, provided that the County acts diligently to effect a cure, and such period does not exceed ninety (90) days. If such default is not cured following the cure period, the Upcountry may terminate this Agreement or may pursue any remedy available to it under law or equity, including injunctive relief or specific performance.

10. County's Right of First Refusal

10.1. Generally. Upcountry agrees that within the Term it will not attempt to transfer any material interest that it acquires under this Agreement or that it acquires in the OneTone Transaction, or file a petition for insolvency or bankruptcy, without first having given the County one hundred eighty (180) days' prior written notice of its intention to do so. Upcountry agrees that the County will have a right of first refusal to claim any such interest. Should Upcountry attempt to transfer any Network improvement / Upcountry Asset, the County shall also have a right of first refusal with respect to that improvement. Any transfer, assignment, or other conveyance

of a material interest acquired by Upcountry under, or growing out of, this Agreement is subject to all terms and conditions contained herein, and Upcountry will ensure that any transferee, assignee, or other recipient of a material interest conveyed by Upcountry assumes all obligations of Upcountry contained in this Agreement in a manner satisfactory to the County.

- 10.2. Compensation.** Except as provided in Section 10.3, the County may claim the interest for an amount equal to the fair market value of the interest in question, determined by an independent appraisal valuation procured by the County. Upcountry may also obtain an independent appraisal of the interest, and if the appraisals are within ten percent (10%) of one another, the average of the two appraisals shall be the County's purchase price for the interest; otherwise, the two appraisers will appoint a third appraiser, and the third appraiser's appraisal shall be the County's purchase price for the interest under this Section. If the transfer includes an interest granted to Upcountry under this Agreement or that it acquires in the OneTone transaction, the amount shall be reduced by the total amount of Lease payments yet to be paid to the County by Upcountry (the unpaid market value of FOCUS assets) multiplied by a fraction, the numerator for which is the fair market value of the interest in question and the denominator for which is the fair market value of the Network as modified or improved on the intended effective date of transfer.
- 10.3. Default, Insolvency or Bankruptcy.** If the proposed transfer is based upon default of lease terms or under a petition for insolvency or bankruptcy, consistent with Paragraph 9 of this Agreement, the County may reclaim the interest in question and may elect to purchase the Upcountry Assets, with fair market value as determined by the process set forth in Section 10.2.
- 10.4. Process.** Within thirty (30) days of a written notification and request for information by the County under this Article 10, Upcountry shall provide all information requested by the County in order to make an informed decision as to whether to exercise these rights. Within sixty (60) days following provision by Upcountry of all requested Information, the County will notify Upcountry whether it does or does not choose to exercise these rights.

11. [RESERVED]

12. Assignment

An assignment by Upcountry is subject to Award conditions, and Upcountry may not assign its rights under this Agreement without the prior written consent of Oconee County, which consent the County shall not unreasonably withhold, condition, or delay. Any such assignment shall be subject to the provisions of Section 10 (County's Right of First Refusal). Nothing in this Agreement shall limit Oconee County's right to assign its rights and obligations under this Agreement. In the event of an assignment by either Party, the assigning Party shall cause the assignee to assume all of the rights and obligations of the assigning Party.

Notwithstanding anything contained in this Agreement to the contrary, Upcountry's subcontracting of any obligation hereunder to a third party shall not be deemed an assignment subject to the County's consent right and shall not trigger any right of the County to purchase or otherwise claim any Asset, contractual entitlement or portion of the Network under Section 10 and shall not be a breach of this Agreement. The parties acknowledge and agree that Upcountry shall not require the consent or approval of the County or any other person with respect to engaging other parties to meet its obligations under this Agreement which may include making Network assets available to such third parties or assigning contracts to Co-Investor to carry out such obligations; provided however, the foregoing shall not diminish, reduce or otherwise limit Upcountry's responsibility to carry out the obligations as set forth in this Agreement. Further, the County expressly acknowledges and agrees that the services described in Sections 6.2 and 6.5 shall be provided by

the Co-Investor, and the County shall provide reasonable assistance to Co-Investor and Upcountry in obtaining the assignment of the relevant contracts and agreements, including any consents or approvals required for the assignment of any such contracts or agreements.

13. Indemnification

13.1. Subject to the limitations in Section 8 of the Agreement, Upcountry, on behalf of itself and its affiliates, members, directors, officers, employees, agents, successors, and assigns (collectively “Indemnitor”) will indemnify, defend, protect and hold the County and its directors, council members, officers, employees, agents, successors, and assigns (collectively “Indemnified Persons”) harmless from and against any liability arising out of any claims, suits, actions, damages, losses, fines, judgments, costs and expenses arising from or related to this Agreement and the operation of the Network (as expanded or modified) after the effective date of the Original NMA through the Term of this Master Agreement.

13.2. Additionally, and to the extent permitted by law, Indemnitor agrees to indemnify, defend, protect and hold the Indemnified Persons harmless from and against any liability arising out of any claims, suits, actions, damages, claims, losses, fines, judgments, costs and expenses (including reasonable attorneys’, accountants’, experts’ fees) of any kind or character (collectively “Claims”) incurred by any Indemnified Persons (a) because of the death of any person, or any injuries or damage received or sustained by any persons or property, which in whole or in part arise on account of the negligent acts or omissions of the Indemnitor in the performance or non-performance of its obligations or exercise of its rights under this Agreement, including any material violation by Indemnitor of any law or permit applicable thereto; (b) under the Workers’ Compensation laws asserted by any other person providing goods or services for or on behalf of any of the foregoing in connection with this Agreement; or (c) arising out of, caused by, related to, or based upon, a contractual, or other relationship between such claiming party and the Indemnitor or Indemnified Persons, as it relates to this Agreement, including the obligations described herein. An Indemnitor’s obligations under this Article 13 shall not apply to any Claims to the extent caused predominately by the negligence, intentional acts or omissions, willful misconduct, or reckless action by a person claiming indemnification.

14. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES OR DAMAGES, WHETHER FORESEEABLE OR NOT, INCLUDING WITHOUT LIMITATION AS APPLICABLE, ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, INTERRUPTIONS OF SERVICE, OR ANY DELAY, ERROR OR LOSS OF DATA OR INFORMATION, ARISING IN ANY MANNER OUT OF, OR IN CONNECTION WITH, THIS AGREEMENT.

15. Insurance

During the term of this Agreement, Upcountry shall maintain a policy of Comprehensive General Liability (CGL) insurance, including public liability, bodily injury, and property damage, written by a company licensed to do business in the State of South Carolina, covering use and activity contemplated by this Agreement with combined single limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and One Million Dollars (\$1,000,000.00) aggregate, with Two Million Dollars (\$2,000,000) umbrella coverage. Upcountry shall name the County, including its officers, employees, and agents, as Additional

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Insureds for the said purpose and use of this Agreement. Upcountry shall also maintain Workers' Compensation insurance to meet the requirements of the Workers' Compensation laws of South Carolina where applicable. Certificates of Insurance evidencing such insurance coverage shall be provided to the County upon request.

The County will carry insurance as required by law as a political subdivision of the State of South Carolina.

16. Confidentiality

16.1. In General

16.1.1. Subject to the exceptions set forth below, each of the Parties shall hold in confidence any information obtained by it pursuant to the performance of the obligations required or the transactions contemplated by this Agreement, unless the information is subject to disclosure pursuant to the South Carolina Freedom of Information Act (§ 30-4-10 *et seq.*), or similar legal requirement. Proprietary Information includes proprietary or confidential information disclosed by either Party to the other for the purposes hereunder that is clearly identified in writing as being such ("Proprietary Information"). Proprietary Information shall be safeguarded and protected in the same manner as the recipient's procedures require to ensure protection and nondisclosure of recipient's proprietary and confidential information. The recipient's obligation to safeguard and not disclose such Proprietary Information shall not apply to information in the public domain, lawfully in the recipient's possession prior to receipt hereunder, lawfully obtained from third parties, or that is required to be disclosed under applicable public records laws. The parties acknowledge that Proprietary Information may be disclosed as part of any normal reporting and review procedure with auditors and attorneys, or with any outside lender, or any proposed or actual successor in interest; provided, however, that prior to such disclosure, the third party to receive such disclosure shall agree to maintain the confidentiality of the Proprietary Information.

16.1.2 If required by order of a governmental or judicial body, recipient may release to such body the Proprietary Information required by such order; provided, however, recipient agrees that prior to such release it shall promptly notify the other party of the order and allow the other party to contest any release of the Proprietary Information; and provided, further, recipient shall use all reasonable efforts to prevent such Proprietary Information from becoming disclosed to the public.

16.2. Survival. The confidentiality provisions in this section shall survive expiration or termination of this Agreement.

17. Intellectual Property

Nothing in this Agreement shall be construed as a grant of any right or license under any copyrights, inventions or patents now, or later owned or controlled by either Party, and nothing in this Agreement shall be construed as granting any right, title or interest in the other Party's trademarks, trade names, service marks or other intellectual property rights. The Parties agree not to use the trademarks, trade names, or service marks of the other party without prior written permission.

18. Relationship of the Parties

This Agreement is not intended to create, nor shall it be construed to create, any partnership, joint venture, or employment relationship between Oconee County and Upcountry, and neither Party shall be liable for the payment or performance of any debt, obligations, or liabilities of the other Party, unless otherwise specifically provided for in this Agreement or expressly assumed in writing. Each Party covenants that it shall not act in a manner that may be construed to be inconsistent with the foregoing nor otherwise act or purport to act on behalf of the other Party except as may be expressly authorized in writing by the other Party. Oconee County and Upcountry, in performing any of their obligations hereunder, shall be independent Parties and shall discharge their contractual obligations at their own risk.

19. Taxes

Each Party shall be responsible for paying its own federal, state or local sales, use, excise, value-added, personal property, income or other taxes or charges assessed on or levied against any transaction or event arising from, the performance of this Agreement. Upcountry reserves the right to pass through to an Upcountry customer any and all fees payable by Upcountry relating to the federal Universal Service Fund or other government-mandated fee, surcharge, or tax, which shall be designated as such in a separate line item on customer billing statements and which shall be payable by customer.

20. Representations and Warranties

20.1. By execution of this Agreement, each Party represents and warrants to the other that: (a) the Party is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) the Party has full right and authority to enter into and perform this Agreement in accordance with the terms hereof and thereof; (c) the Party's execution, delivery, and performance of this Agreement will not conflict with, violate or result in a breach of (i) any law, regulation, order, writ, injunction, decree, determination or award of any governmental authority or any arbitrator, applicable to such Party, (ii) any of the terms, conditions or provisions of its charter, bylaws, or other governing documents of such Party, (iii) any material agreement to which it is a party, or (iv) any instrument to which such Party is or may be bound onto which any of its material properties or assets is subject; (d) the Party's execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate action; (e) that the signatories for such Party are authorized to sign this Agreement; (f) there are no actions, suits, proceedings or investigations pending, or to the knowledge of the Party, threatened against or affecting the Party of any of its properties, assets or businesses in any court or before or by any governmental authority that could, if adversely determined, reasonably be expected to have a material adverse effect on the Party's ability to perform its obligations under this Agreement; (g) the Party has not received any currently effective notice of any material default; and (h) the Party has not previously been and is not currently, debarred, suspended, or proposed for debarment, declared ineligible, voluntarily excluded from transactions by any federal or state department or agency, or subject to any inquiry, investigation, or proceeding regarding the foregoing.

20.2. DISCLAIMER OF WARRANTY

GENERAL DISCLAIMER. EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, OCONEE COUNTY MAKES NO WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY SERVICE OR FACILITY PROVIDED UNDER OR DESCRIBED IN THIS

AGREEMENT, OR AS TO ANY OTHER MATTERS, ALL OF WHICH ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

21. Force Majeure

- 21.1. Force Majeure Events.** Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure or delay in performing its obligations, or for any loss or damage, resulting from any event or circumstance beyond the reasonable control of the Party, including but not limited to an earthquake, hurricane, fire, flood, lightning, sinkhole or other forces of nature, acts of war, terrorism or civil unrest, strikes, lockouts or other labor unrest, or legal order, government action or application of laws, regulations or codes (“Force Majeure Event”), provided that the obligation of Upcountry to pay Oconee County a lease fee as provided in this Agreement shall be not be diminished by a Force Majeure Event for a period of three months following the commencement of the Force Majeure Event.
- 21.2. Response to Force Majeure Events.** A Party whose performance is impacted by a Force Majeure Event shall provide reasonable notice to the other Party and shall make commercially reasonable efforts to minimize the impact of the Force Majeure Event on its performance.
- 21.3. Suspension Pending Force Majeure.** The deadline by when a Party must perform an obligation under this Agreement, other than payment of money, shall be postponed by the period of time by which the Party’s ability to perform that obligation is materially prevented or interfered with by a Force Majeure Event.

22. Bankruptcy and Insolvency

Upon the occurrence of a bankruptcy or insolvency condition described below, the County may terminate this Agreement, may exercise its right of first refusal described in Section 10, or may proceed under the default procedures described in Section 9:

- a. Upcountry commences a voluntary case under Title 11 of the United States Code or the corresponding provisions of any successor laws;
- b. any person commences an involuntary case against Upcountry under Title 11 of the United States Code or the corresponding provisions of any successor laws and either (A) the case is not dismissed by midnight at the end of the 60th day after commencement or (B) the court before which the case is pending issues an order for relief or similar order approving the case;
- c. a court of competent jurisdiction appoints, or Upcountry makes an assignment of all or substantially all of the Assets to, a custodian (as that term is defined in Title 11 of the United States Code or the corresponding provisions of any successor laws) for Upcountry or all or substantially all of its assets; or
- d. Upcountry fails generally to pay its debts as they become due (unless those debts are subject to a good-faith dispute as to liability or amount) or acknowledges in writing that it is unable to do so.

23. Notices

All legal notices, demands and requests required or permitted to be given under the provisions of this Agreement shall be (a) in writing, (b) delivered by facsimile transmission with confirmation of delivery, electronic mail with confirmation of delivery receipt, or sent by overnight commercial delivery service or certified mail, return receipt requested. Notice shall be deemed to have been given on the date of the transmission and receipt of facsimile or electronic mail transmissions, or the delivery date set forth in the records of the delivery service or on the return receipt when addressed as follows:

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If to Oconee County:

Contact: Oconee County Administrator
Mailing Address: 415 South Pine Street, Walhalla, SC 29691
Phone: 864.364.4245
Fax: 864.638.4246
Email: abrock@oconeesc.com

With a copy to:

Oconee County Attorney
415 South Pine Street
Walhalla, SC 29691
864.364.5332
droot@oconeesc.com

If to Upcountry:

Contact: James L. Lovinggood
Mailing Address: 734 W. Main St., Pickens, SC 29671
Phone: 800.240.3400
Fax: _____
Email: jim.lovinggood@blueridge.coop

With a copy to:

The Tiencken Law Firm, LLC
Attn: Chris McDonald
234 Seven Farms Dr., Ste. 114
Daniel Island, SC 29492

or to any such other persons or addresses as the Parties may from time to time designate in a writing delivered in accordance with this Section.

24. Applicable Law

This Agreement will be governed and construed in accordance with the laws of the State of South Carolina, without regard to any conflicts of law provisions that would affix jurisdiction in another State, and any dispute arising out of this Agreement shall be filed in a court of competent jurisdiction in Oconee County, South Carolina.

25. Miscellaneous

- 25.1. Headings.** Headings and captions of this Agreement’s sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Agreement’s terms or be used to interpret or assist in the construction of this Agreement.
- 25.2. Severability.** If any provision of this Agreement is illegal or unenforceable, the Agreement’s unaffected provisions will remain in effect.
- 25.3. Grammar.** As used throughout this Agreement, language in the singular shall be understood to include the plural, and vice versa. Similarly, language in the masculine shall be understood to include the feminine, and vice versa.

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25.4. Waiver. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under this Agreement or under any provision of law, nor shall any action taken or failure to take action in the exercise of any right or remedy be deemed a waiver of any other rights or remedies at the time.

25.5. Entire Agreement; Amendments. This Agreement and the Exhibits constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all previous understandings, commitments or representations, whether oral or written, concerning the subject matter. Each Party acknowledges that the other Party has not made any representations other than those that are contained herein. This Agreement may not be amended or modified in any way except by a writing signed by the authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year of the second and final signatory:

OCONEE COUNTY

By: _____

Print: _____

Title: _____

Date: _____

[remainder of page blank; signatures continue on next page]

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UPCOUNTRY FIBER, LLC

By: **Blue Ridge Electric Cooperative, Inc.**
Its: Member

By: _____
James L. Lovinggood
Title: President and Chief Executive Officer

Date: _____

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EXHIBIT A

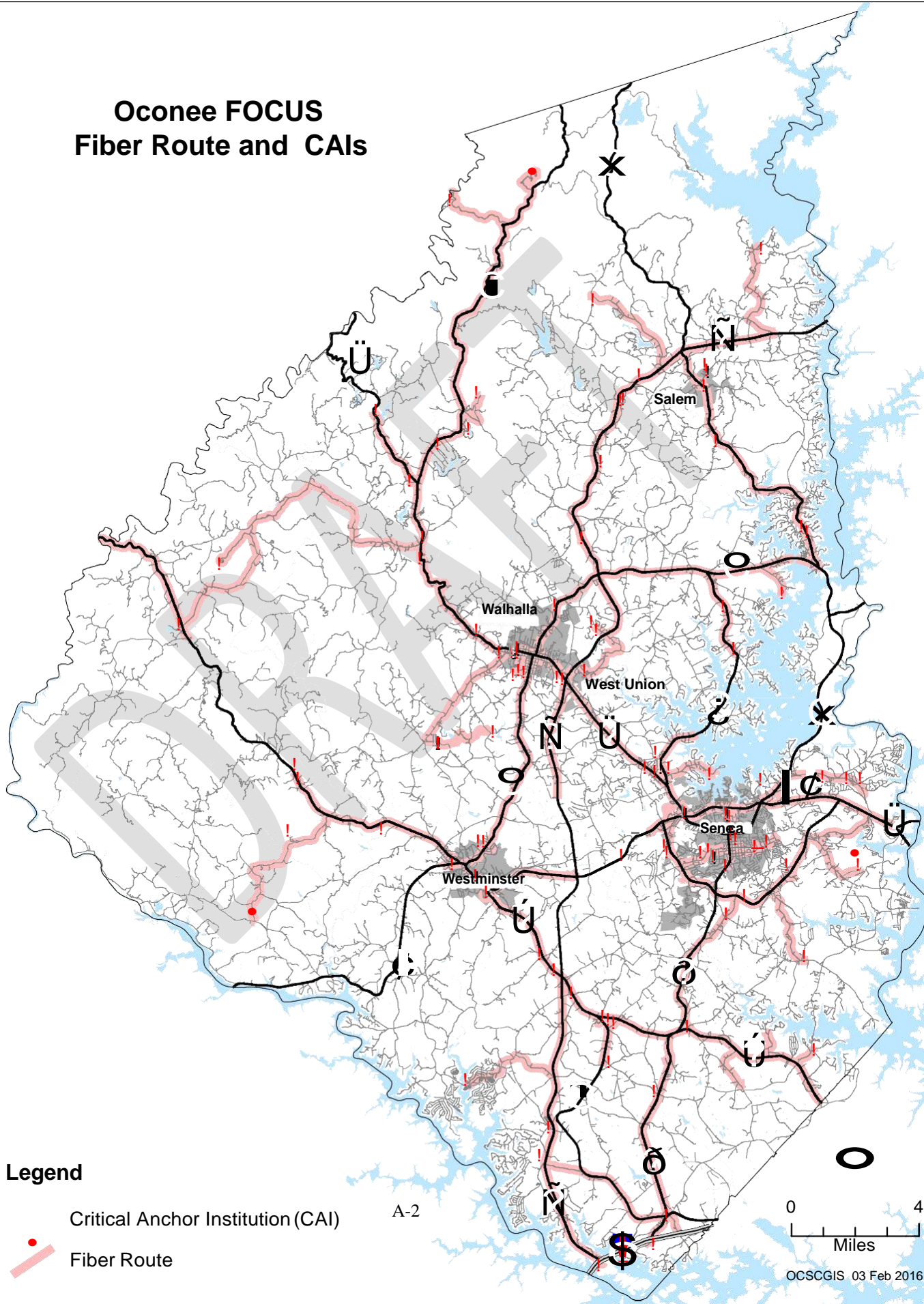
LEASED NETWORK ASSETS

The County leases to Upcountry under this Agreement all Assets as the term is defined in Section 2 of the Agreement, which include the fiber optic network throughout the route described in the Appendix E of the RFP (“Oconee FOCUS Fiber Route and CAIs”), and the assets described in the FOCUS Federal Asset Inventory, both of which are made part of this Agreement and set forth below.

[remainder of page intentionally left blank]

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Oconee FOCUS Fiber Route and CAIs



Oconee FOCUS Federal Asset Inventory

Part Number	EQUIPMENT Description	Serial Number	Quantity	Price	Total	Tag #	Acquisition Date	Location	Useful Life	Cond Code	GP OR ACQ
	2011 Chevy Tahoe ²	1GNSK2F06BR229313	1	\$ 28,645.00	\$ 28,645.00	10708	1/31/2011	Walhalla NOC	5 yrs	4	ACQ
	ARCFM Fiber Manager/Viewer Software	00-19-B9-CA-9D-57	1	\$ 14,990.00	\$ 14,990.00	10837	9/21/2011	Walhalla NOC	10 yrs	4	ACQ
S014563	Fusion splicer	3986	1	\$ 19,386.34	\$ 19,386.34	10806	12/9/2011	Walhalla NOC	10 yrs	4	ACQ
FTB73002B04BEAEUI9101	OTDR tester	620423	1	\$ 12,872.45	\$ 12,872.45	10805	1/6/2012	Walhalla NOC	10 yrs	4	ACQ
WS-C3750X-12S-E	Catalyst 3750X 12 port	FDO1601Z02A	1	\$ 8,765.16	\$ 8,765.16		2/24/2012	Walhalla NOC	10 yrs	4	ACQ
CAB-SPWR-30CM	Catalyst 3750X stack power cable 30cm	NA						Walhalla NOC			
C3KX-PWR-350 WAC	Catalyst 3K-X 350W AC power supply	DTN1542L15A						Walhalla NOC			
CAB-STACK-50 CM	Cisco stackwise 50CM stacking cable	NA						Walhalla NOC			
CAB-3KX-AC	AC power cord for catalyst 3K-X	NA						Walhalla NOC			
S375XVK9T-15001SE	CAT 3750X IOS Universal with web base dev mgr	NA						Walhalla NOC			
C3750X-48-10S-S-E	C3750X-48 IPbase to IP services factory IOS upgrade		2	\$ 5,012.76	\$ 10,025.52		2/24/2012				
		upgrade license - no serial						Walhalla NOC	10 yrs	4	ACQ
		upgrade license - no serial						Seneca NOC	10 yrs	4	ACQ
WS-C3750X-48T-S	Cisco catalyst 3750X-48T-S switch Layer 3 managed 48 ports ethernet fast ethernet gigabit ethernet 10 Base-t 100base-tx 1000 base-t+1	FDO1548P07M	1	\$ 7,201.66	\$ 7,201.66		2/24/2012	Walhalla NOC	10 yrs	4	ACQ
A9K-RSP440-SE	ASR9K route switch processor w/440G/slot Fabric & 12GB		4	\$ 13,101.57	\$ 52,406.28		10/12/2012				
		FOC162380R2						Seneca NOC	10 yrs	4	ACQ
		FOC162380Y7						Seneca NOC	10 yrs	4	ACQ
		FOC162380VM						Walhalla NOC	10 yrs	4	ACQ
		FOC1644N2QP						Walhalla NOC	10 yrs	4	ACQ
A9K-MOD80-SE	80G Modular linecard service edge optimized		4	\$ 26,881.57	\$ 107,526.28		10/12/2012				
		FOC1622840Q						Seneca NOC	10 yrs	4	ACQ
		FOC1622841U						Seneca NOC	10 yrs	4	ACQ
		FOC1622840G						Walhalla NOC	10 yrs	4	ACQ
		FOC1624800T						Walhalla NOC	10 yrs	4	ACQ
A9K-MPA-20X1GE	ASR 9000 20-port 1GE modular port adapter		2	\$ 6,211.57	\$ 12,423.14		10/12/2012				
		FOC161288Q8						Seneca NOC	10 yrs	4	ACQ
		FOC1622839J7						Walhalla NOC	10 yrs	4	ACQ
A9K-MOD80-AIP-SE	L3 VPN license for MOD80 linecard service edge optimized		4	\$ 12,412.57	\$ 49,650.28		10/12/2012				
		feature license - no serial						Seneca NOC	10 yrs	4	ACQ
		feature license - no serial						Seneca NOC	10 yrs	4	ACQ
		feature license - no serial						Walhalla NOC	10 yrs	4	ACQ
		feature license - no serial						Walhalla NOC	10 yrs	4	ACQ

² Because the useful life of this vehicle has expired, it will not be considered an Asset to be leased under this Agreement. The conveyance of the vehicle will be negotiated by the Parties.

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A9K-MPA-4X10GE	ASR 9000 4-port 10GE modular port		4	\$ 14,479.57	\$ 57,918.28		10/12/2012				
		FOC162282M7						Seneca NOC	10 yrs	4	ACQ
		FOC162282S8						Seneca NOC	10 yrs	4	ACQ
		FOC162282QD						Walhalla NOC	10 yrs	4	ACQ
		FOC162282ML						Walhalla NOC	10 yrs	4	ACQ
81-71424-NX-R5	High density 10G transponder		3	\$ 5,035.00	\$ 15,105.00		10/17/2012				
		ZA4870329						Walhalla NOC	10 yrs	4	ACQ
		ZA4210057						Walhalla NOC	10 yrs	4	ACQ
		ZA4211554						Seneca NOC	10 yrs	4	ACQ
4125004	QOIU7 Quad GPON (4 SFPs included)		18	\$ 7,017.20	\$ 126,309.60		3/29/2012				
		JPMAE114300125						Corinth Shiloh FD	10 yrs	4	ACQ
		JPMAE114702074						Fairplay FD	10 yrs	4	ACQ
		JPMAE114900644						Friendship FD	10 yrs	4	ACQ
		JPMAE114300113						Crossroads FD	10 yrs	4	ACQ
		JPMAE114702072						Oakway FD	10 yrs	4	ACQ
		JPMAE114702075						South Union FD	10 yrs	4	ACQ
		JPMAE114702081						Long Creek FD	10 yrs	4	ACQ
		JPMAE114101378						Pickett Post FD	10 yrs	4	ACQ
		JPMAE114300133						Salem FD	10 yrs	4	ACQ
		JPMAE114900634						Cleveland FD	10 yrs	4	ACQ
		JPMAE114900655						West Union FD	10 yrs		ACQ
		JPMAE114900648						Mt Rest FD	10 yrs		ACQ
		JPMAE114900639						Seneca NOC	10 yrs		ACQ
		JPMAE114300109						Walhalla NOC	10 yrs		ACQ
		JPMAE114900636						Keowee Eben. FD	10 yrs		ACQ
		JPMAE114900637						Keowee FD	10 yrs		ACQ
		JPMAE122600704						Seneca FD	10 yrs		ACQ
		JPMAE114702082						Westminster NOC	10 yrs		ACQ
81.BC1100FP256	Tellabs 1134/1150 NE license, 10 NE or client capacity includes NE software FP25.6 for unix or windows COBRA interface, CAS, AUP, NE software, online help, and documen CD, and orbix 6.3 standard edition. Includes client software license for Unix or windows	Software - no license	1	\$ 5,437.80	\$ 5,437.80		3/29/2012	Seneca NOC	10 yrs		ACQ
81.71228-IR-R5	88 Channel OADM-IR		9	\$ 19,122.40	\$ 172,101.60		3/29/2012				
		YH6320005						Walhalla NOC	10 yrs		ACQ
		YH6320006						Walhalla NOC	10 yrs		ACQ
		YH6320004						Seneca NOC	10 yrs		ACQ
		ZH6920018						Seneca NOC	10 yrs		ACQ
		ZH6920022						Westminster NOC	10 yrs		ACQ
		ZH6920024						Westminster NOC	10 yrs		ACQ

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		ZH6920025						Seneca NOC Spare	-	10 yrs		ACQ
		ZH6920023						Seneca NOC Spare	-	10 yrs		ACQ
		2H4740021						Seneca NOC Spare	-	10 yrs		ACQ
81.71424-NX-R5	High density 10G transponder (HDTG)		7	\$ 5,035.00	\$ 35,245.00		3/29/2012					
		ZA4870329						Seneca NOC		10 yrs		ACQ
		ZA4210057						Walhalla NOC		10 yrs		ACQ
		ZA4211554						Seneca NOC		10 yrs		ACQ
		ZA4900440						Seneca NOC		10 yrs		ACQ
		ZA4620863						Westminster NOC		10 yrs		ACQ
		ZA4171144						Westminster NOC		10 yrs		ACQ
		2A5300194						Seneca NOC Spare	-	10 yrs		ACQ
81.71M-ESM20-R5	ESM20		7	\$ 8,823.44	\$ 61,764.08							
		2A5800432						Walhalla NOC		10 yrs		ACQ
		2A5670330						Walhalla NOC		10 yrs		ACQ
		2A5810096						Seneca NOC		10 yrs		ACQ
		2A5670283						Seneca NOC		10 yrs		ACQ
		2A5670290						Westminster NOC		10 yrs		ACQ
		2A5650720						Westminster NOC		10 yrs		ACQ
		2H4740021						Seneca NOC Spare	-	10 yrs		ACQ
81.71NM083051SV1	7194 FP8.3 initialization RTU (per server)-small (<51 Nes)	License - no serial	1	\$ 27,973.40	\$ 27,973.40		3/29/2012			10 yrs		ACQ
81.71T-XDWDMR6	Tunable DWDM XFP		2	\$ 7,685.00	\$ 15,370.00		3/29/2012					
		FB1627950097						Seneca NOC		10 yrs		ACQ
		FB172795000C						Seneca NOC		10 yrs		ACQ
56-APC-SYPX-004	UPS-Symmetra PX- 40kVA-SY40K40F-2x2- AP9617	QD0718350226	1	\$ 26,498.94	\$ 26,498.94		4/18/2012	Walhalla NOC		10 yrs		ACQ
	APC Symmetra LX 8k VA scalable to 16kVA N+1 Tower UPS	5D1116T02752	1	\$ 5,237.00	\$ 5,237.00		6/28/2012	Westminster NOC		10 yrs		ACQ
	22KW Generac generator 1800 RPM	7075567	1	\$ 16,823.50	\$ 16,823.50	10815	8/13/2012	Seneca NOC		10 yrs		ACQ
81.71T-XDWDM XFP	Tunable DWDM XFP		6	\$ 6,918.09	\$ 41,508.54		1/23/2013			10 yrs		
		FB172795001D						Seneca NOC				ACQ
		FB172795002B						Seneca NOC				ACQ
		FB1627950214						Seneca NOC				ACQ
		FB1727950005						Seneca NOC				ACQ
		FB1627950070						Seneca NOC				ACQ
		FB16279502DB						Seneca NOC				ACQ
AT-3BE843T-288-7	288 Strand fiber		133710 ft		\$ 194,882.35		10/31/2011			20 yrs		ACQ
AT-3BE833T-096-7	96 Strand fiber		69639 ft		\$ 51,303.06		10/31/2011			20 yrs		ACQ
AT-3BE833T-024-7	24 Strand fiber		145636 ft		\$ 56,674.74		10/31/2011			20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		117000 ft		\$ 114,594.48		11/16/2011			20 yrs		ACQ
AT-3BE833T-096-7	96 Strand fiber		117000 ft		\$ 86,193.90		11/16/2011			20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		39200 ft		\$ 57,134.00		2/1/2012			20 yrs		ACQ

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DRAFT – Subject to additional review of parties w/material interest

AT-3BE843T-288-7	288 Strand fiber		98000 ft		\$ 142,835.00		3/16/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		156000 ft		\$ 152,792.64		3/16/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		19600 ft		\$ 28,567.00		3/29/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		14607 ft		\$ 14,306.68		3/29/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		39200 ft		\$ 57,134.00		4/18/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		156000 ft		\$ 152,792.64		4/18/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		78400 ft		\$ 114,268.00		4/18/2012		20 yrs		ACQ
AT-3BE833T-144-7	144 Strand fiber		78000 ft		\$ 76,396.32		4/18/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		156800 ft		\$ 228,536.00		5/22/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		11760 ft		\$ 171,402.00		5/22/2012		20 yrs		ACQ
AT-3BE843T-288-7	288 Strand fiber		249200 ft		\$ 363,209.00		6/28/2012		20 yrs		ACQ
	1 1/4 conduit		1330560 ft		same miles as fiber value included in fiber value				20 yrs		ACQ
POWERWARE 9170-18KVA	POWERWARE APS	NA			\$ 20,617.00		9/25/2014		10 yrs		ACQ
DELL R730-OCF ESX1-0	2015 POWEREDGE R730 SERVER	2P2GC42			\$ 7,182.77		4/22/2015		10 yrs		ACQ
DELL R730-OCF ESX-02	2015 POWEREDGE R730 SERVER	2P2FC42			\$ 7,182.77		4/22/2015		10 yrs		ACQ
DELL R730-OCF-SS-01	2015 POWEREDGE R730 SERVER	2NZIC42			\$ 8,011.84		4/22/2015		10 yrs		ACQ

EXHIBIT B

SDOC, COUNTY, CAI AND FIRE STATION SITES

Anchor Name	TYPE	Service Provider	Location Type
AIRPORT	Other Government Facilities	yes	
AMERICAN RED CROSS	Public Safety Entities	no	
BETHEL BAPTIST CHURCH	Other Community Support Organization	yes	
BLUE RIDGE ELEMENTARY	Schools (K-12)	yes	OC School
BROWNS SQUARE BUILDING	Other Government Facilities	yes	
BUILDING BESIDE KEOWEE COURIER/CORONER		yes	
CALVARY BAPTIST CHURCH	Other Community Support Organization	no	
CHATTOOGA RIVER SEARCH & RESCUE #1	Public Safety Entities	no	
CHERRY HILL PARK	Other government facility	no	
CLEMSON EXT OFFICE / AGRICULTURE BUILDING	Other Government Facilities	yes	
CLEVELAND FIRE STATION	Public Safety Entities	yes	Fire Station
CODE ACADEMY	Schools (K-12)	yes	OC School
COLLEGE ST BAPTIST CHURCH	Other Community Support Organization	no	
COLLINS HOME & FAMILY	Other Community Support Organization	yes	
CORINTH SHILOH FIRE STATION	Public Safety Entities	yes	Fire Station
COURTHOUSE	Other Government Facilities	yes	
CROSSGATE CHURCH	Other Community Support Organization	yes	
CROSSROADS FIRE STATION	Public Safety Entities	yes	Fire Station
DELEGATION	Other Government Facilities	yes	
DEVILS FORK PARK	Other government facility	no	
DSS / DHHS OFFICE	Other Government Facilities	yes	
EARLE'S GROVE BAPTIST CHURCH	Other Community Support Organization	no	
ECONOMIC DEVELOPMENT / OCONEE ALLIANCE	Other Community Support Organization	yes	c
EMERGENCY SERVICES	Public Safety Entities	yes	
FACILITIES MAINTENANCE / DSS / DHHS OFFICE	Other Government Facilities	yes	
Fairplay Community Center	Other Government Facilities	yes	
FAIR PLAY FIRE STATION	Public Safety Entities	yes	Fire Station

Proprietary Information

DRAFT – Subject to additional review of parties w/material interest

FAIR-OAK ELEMENTARY	Schools (K-12)	yes	OC School
FIRST BAPTIST CHURCH OF WALHALLA	Other Community Support Organization	no	
FRIENDSHIP FIRE STATION	Public Safety Entities	yes	Fire Station
GIGNILLIAT GYM	Other Community Support Organization	no	
HAMILTON CAREER CENTER	Schools (K-12)	yes	OC School
Heritage Center	Other Government Facilities	yes	
HEPSIBAH BAPTIST CHURCH	Other Community Support Organization	yes	
HIGH FALLS PARK	Other Government Facilities	yes	
HOLLY SPRINGS BAPTIST CHURCH	Other Community Support Organization	yes	
J N KELLETT ELEMENTARY	Schools (K-12)	yes	OC School
JAMES M BROWN ELEMENTARY	Schools (K-12)	yes	OC School
KEOWEE EBENEZER FIRE STATION	Public Safety Entities	yes	Fire Station
KEOWEE ELEMENTARY	Schools (K-12)	yes	OC School
KEOWEE FIRE STATION	Public Safety Entities	yes	Fire Station
Long Creek Community Center	Other Government Facilities	yes	
LONG CREEK FIRE STATION	Public Safety Entities	yes	Fire Station
LONG CREEK FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation
MOUNTAIN REST BAPTIST CHURCH	Other Community Support Organization	yes	
Mt Rest Community Center	Other Government Facilities	yes	
MOUNTAIN REST FIRE STATION	Public Safety Entities	yes	Fire Station
MOUNTAIN REST RESCUE STATION	Public Safety Entities	yes	
MT FREEDOM BAPTIST CHURCH	Other Community Support Organization	no	
NEW HOPE BAPTIST CHURCH	Other Community Support Organization	no	
NORTHSIDE ELEMENTARY	Schools (K-12)	yes	OC School
OAKWAY FIRE STATION	Public Safety Entities	yes	Fire Station
SHOP - HAMILTON CAREER CENTER (no e-rate, no students, 1/2 price)	Schools (K-12)	yes	OC School
OAKWAY RESCUE STATION	Public Safety Entities	yes	
OCONEE CHRISTIAN ACADEMY	Schools (K-12)	yes	
OCONEE FISH HATCHERY	Other government facility	yes	
OCONEE LAW ENFORCEMENT CENTER	Public Safety Entities	yes	
OCONEE STATE PARK	Other government facility	no	
ORCHARD PARK ELEMENTARY	Schools (K-12)	yes	OC School
PATRIOTS HALL / ROCK BUILDING	Other Government Facilities	yes	

Proprietary Information

DRAFT – Subject to additional review of parties w/material interest

PICKETT POST / CAMP OAK FIRE STATION	Public Safety Entities	yes	Fire Station
PINE ST ADMINISTRATIVE OFFICE	Other Government Facilities	yes	
PLEASANT HILL BAPTIST CHURCH	Other Community Support Organization	no	
PROBATION AND PAROLE	Other Government Facilities	yes	
RAVENEL ELEMENTARY	Schools (K-12)	yes	OC School
RESCUE SQUAD HEADQUARTER BUILDING	Public Safety Entities	yes	
RETREAT BAPTIST CHURCH	Other Community Support Organization	no	
ROADS & BRIDGES	Other Government Facilities	yes	
ROCKY KNOLL BAPTIST CHURCH	Other Community Support Organization	yes	
SALEM FIRE STATION	Public Safety Entities	yes	Fire Station
SALEM LIBRARY	LIBRARY	yes	
SC GUARDIAN AD LITEM	Other Community Support Organization	no	
SCENIC HEIGHTS BAPTIST CHURCH	Other Community Support Organization	no	
SCHOOL DISTRICT OF OCONEE COUNTY	Other Government Facilities	yes	
SDOC TRANSPORTATION OFFICE	Schools (K-12)	yes	OC School
SENECA FIRE STATION	Public Safety Entities	yes	Fire Station
SENECA HIGH	Schools (K-12)	yes	OC School
SENECA LIBRARY	LIBRARY	yes	
SENECA MAGISTRATE OFFICE	Other Government Facilities	yes	
SENECA MIDDLE	Schools (K-12)	yes	OC School
SENECA RESCUE STATION	Public Safety Entities	yes	
SHAVER RECREATION COMPLEX	Other Community Support Organization	yes	
SOUTH COVE PARK	Other Government Facilities	yes	
SOUTH UNION FIRE STATION	Public Safety Entities	yes	Fire Station
SOUTH UNION FIRE SUBSTATION	Public Safety Entities	yes	Fire Station Substation
ST MARK UNITED METHODIST CHURCH	Other Community Support Organization	yes	
STRAWBERRY FARM CENTER 01	Other Government Facilities	no	
TAMASSEE-SALEM ELEMENTARY	Schools (K-12)	yes	OC School
WALHALLA HIGH (new location)	Schools (K-12)	yes	OC School
TRI-COUNTY TECHNICAL COLLEGE JOB CENTER	COMMUNITY COLLEGE	no	
UTICA BAPTIST CHURCH	Other Community Support Organization	yes	
WALHALLA CITY HALL	Other Government Facilities	yes	
WALHALLA DEPOT	Other Community Support Organization	yes	
WALHALLA ELEMENTARY	Schools (K-12)	yes	OC School

Proprietary Information

DRAFT – Subject to additional review of parties w/material interest

WALHALLA FIRE STATION	Public Safety Entities	yes	Fire Station GPON
Oconee Academy (Old Walhalla High)	Schools (K-12)	yes	OC School
WALHALLA LIBRARY	LIBRARY	yes	
WALHALLA MAGISTRATE OFFICE	Other Government Facilities	yes	
WALHALLA MIDDLE	Schools (K-12)	yes	OC School
WALHALLA POLICE DEPARTMENT	Public Safety Entities	yes	
WALHALLA RECEPTION DEPARTMENT	Other Community Support Organization	yes	
WELCOME CENTER	Other Government Facilities	yes	
WEST UNION FIRE STATION	Public Safety Entities	yes	Fire Station
WESTMINSTER BAPTIST CHURCH	Other Community Support Organization	no	
WESTMINSTER CITY HALL	Other Government Facilities	no	
WESTMINSTER ELEMENTARY	Schools (K-12)	yes	OC School
WESTMINSTER FIRE STATION	Public Safety Entities	yes	Fire Station NOC
WESTMINSTER LIBRARY	LIBRARY	yes	
WESTMINSTER MAGISTRATE OFFICE	Other Government Facilities	yes	
WEST-OAK HIGH	Schools (K-12)	yes	OC School
WEST-OAK MIDDLE	Schools (K-12)	yes	OC School

EXHIBIT C

LEASE FEE SCHEDULE

Due Date	Payment Amount	Cumulative Total
Effective Date	\$250,000.00	\$250,000.00
January 1, 2022	\$250,000.00	\$500,000.00
January 1, 2023	\$250,000.00	\$750,000.00
January 1, 2024	\$250,000.00	\$1,000,000.00
January 1, 2025	\$250,000.00	\$1,250,000.00
January 1, 2026	\$10,000.00	\$1,260,000.00
January 1, 2027	\$10,000.00	\$1,270,000.00
January 1, 2028	\$10,000.00	\$1,280,000.00
January 1, 2029	\$10,000.00	\$1,290,000.00
January 1, 2030	\$10,000.00	\$1,300,000.00
January 1, 2031	\$10,000.00	\$1,310,000.00
January 1, 2032	\$10,000.00	\$1,320,000.00
January 1, 2033	\$10,000.00	\$1,330,000.00
January 1, 2034	\$10,000.00	\$1,340,000.00
January 1, 2035	\$10,000.00	\$1,350,000.00
January 1, 2036	*\$3,500,000.00	*\$4,850,000.00
January 1, 2037	\$1.00	*\$4,850,001.00

*** Payment subject to potential reduction by \$2,500,000.00 for achieving the Investment Targets as set forth in Section 6.4.3.**

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-14**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE TOWN OF SALEM (“SALEM WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO TWO MILLION AND 00/100 (\$2,000,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE SALEM WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 33 million Americans have been infected with COVID 19, and more than 595,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the Town of Salem, South Carolina (“Salem”) has requested assistance from the County in order to construct an eight inch (8”) water line along the S.C. Highway 11 business connector, as well as a one hundred thousand (100,000) gallon above ground water storage tank, as more particularly described on the attached Exhibit A (the “Salem Water Infrastructure Project”);

WHEREAS, the Salem Water Infrastructure Project is a necessary water infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area, (2) increase drought resiliency, (3) reduce water pressure fluctuations, (4) reduce the overall cost of service, and (5) provide potable water reserves;

WHEREAS, the County desires to assist the Town of Salem with the Salem Water Infrastructure Project, by contributing an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. Two Million and 00/100 (\$2,000,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Salem Water Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Salem Water Infrastructure Project is approved in an amount up to Two Million and 00/100 (\$2,000,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Salem shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA Funds for the

Salem Water Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County’s receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Salem Water Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Salem Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 15, 2021
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A

3/11/2021

TOWN OF SALEM - WATER INFRASTRUCTURE IMPROVEMENTS

A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR

B. 100,000 GALLON GROUND STORAGE TANK

ITEM NO:	DESCRIPTION	EST QTY.	UNIT	UNIT PRICE IN PLACE	AMOUNT
<u>A. S.C. HWY 11 BUSINESS CORRIDOR 8" CONNECTOR</u>					
1.	EQUIPMENT MOBILIZATION		LS		28,000.00
2.	TESTING & STERILIZING		LS		6,500.00
3.	BACTERIOLOGICAL SAMPLING		LS		3,400.00
4.	8" x 8" MAIN CONNECTION (S. LITTLE RIVER ROAD)		LS		6,500.00
5.	8" x 6" MAIN CONNECTION (PARK AVENUE)		LS		6,000.00
6.	BORE/ JACK 16" STEEL CASING (8" D.I. CARRIER)	240	LF @	280.00	67,200.00
7.	8" DIP (CL350) / FITTINGS / MMTAPE / WIRE	12,700	LF @	62.00	787,400.00
8.	8" MJ GATE VALVE / BOX / RING	10	EA @	1,600.00	16,000.00
9.	6" MJ GATE VALVE / BOX / RING	9	EA @	1,200.00	10,800.00
10.	THREE-WAY FIRE HYDRANT ASSEMBLY	8	EA @	4,200.00	33,600.00
11.	BORE DRIVEWAYS	420	LF @	70.00	29,400.00
12.	PRESSURE REGULATION STATION (COMPLETE)	2	EA @	85,000.00	170,000.00
13.	CONCRETE MARKER	12	EA @	60.00	720.00
14.	EROSION CONTROL BMP'S		LS		24,000.00
15.	TRAFFIC CONTROL		LS		15,000.00
16.	BRIDGE CROSSING		LS		80,000.00
A. TOTAL CONSTRUCTION					\$ 1,284,520
<u>B. 100,000 GALLON GROUND STORAGE TANK</u>					
1.	SITE WORK		LS		50,000.00
2.	ELECTRICAL & CONTROL VALVES		LS		35,000.00
3.	STEEL GROUND TANK & FOUNDATION		LS		180,000.00
B. TOTAL CONSTRUCTION					\$ 285,000
TOTAL CONSTRUCTION A & B					\$ 1,549,520
Construction Contingency					154,952
TOTAL CONSTRUCTION & CONTINGENCY					1,704,472
Engineering, Inspection, Construction Management					187,492
SCDHEC Application Fee					600
SWPPP Permitting					
G.I.S. Mapping Fee					8,522
P&P Bonds					51,134
TOTAL PRELIMINARY OPINION OF COSTS					\$ 1,952,220

Rosier Group
 110 West First Ave., Suite D
 Easley, SC 29640

Town of Salem Water Infrastructure Improvements



B.
100,000 Gallon
Ground Storage Tank

A.
S.C. Hwy. 11 Business Corridor
8" Connector

Legend

-  Proposed_Tank
-  Proposed
-  <all other values>

Diameter

-  0.75
-  1
-  2
-  2.5
-  3
-  4
-  6
-  8
-  10
-  12
-  16
-  18
-  24

-  Tank
-  Boundary
-  Salem_Roads_08172020

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2021-15**

AN ORDINANCE TO APPROPRIATE AND AUTHORIZE THE EXPENDITURE OF A PORTION OF LOCAL CORONAVIRUS FISCAL RECOVERY FUNDING THAT HAS BEEN ALLOCATED TO OCONEE COUNTY UNDER THE AMERICAN RESCUE PLAN ACT OF 2021 (“ARPA”), AS FOLLOWS: (1) APPROPRIATING ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF COUNTY ARPA FUNDING FOR PURPOSES OF NECESSARY WATER INFRASTRUCTURE IMPROVEMENTS FOR THE CITY OF WESTMINSTER (“WESTMINSTER WATER INFRASTRUCTURE PROJECT”); (2) AUTHORIZING THE EXPENDITURE, SUBJECT TO CERTAIN TERMS AND CONDITIONS, OF UP TO ONE MILLION, THREE HUNDRED THOUSAND AND 00/100 (\$1,300,000.00) DOLLARS OF SUCH APPROPRIATED FUNDS FOR THE WESTMINSTER WATER INFRASTRUCTURE PROJECT; AND (3) OTHER MATTERS DIRECTLY RELATED THERETO.

WHEREAS, the 2019 Novel Coronavirus (“COVID-19”) is a respiratory disease that has caused severe illness and death by the SARS-CoV-2 virus, which is a new strain of coronavirus previously unidentified in humans and which can spread from person to person;

WHEREAS, recent numbers posted on the COVID Data Tracker website for the Centers for Disease Control and Prevention show that over 33 million Americans have been infected with COVID 19, and more than 595,000 deaths have resulted;

WHEREAS, COVID 19 has disrupted nearly every facet of American life, affecting families, schools, communities, and businesses in profound and unprecedented ways;

WHEREAS, the negative financial impact of COVID 19 on American society has been experienced in a variety of ways, including food and housing insecurity, business closures, job loss and long term unemployment, and a widespread want of opportunity;

WHEREAS, throughout the COVID-19 crisis, local governments were at the forefront of the response, addressing untold numbers and types of emergencies and exigencies;

WHEREAS, local governments remain uniquely positioned to take a leadership role in the recovery effort;

WHEREAS, on March 11, 2021, the American Rescue Plan Act (“ARPA”) was signed into law by the President of the United States;

WHEREAS, among other things, ARPA established the Coronavirus Local Fiscal Recovery Fund (“Fiscal Recovery Fund”), which provides for direct aid to counties and municipalities to support their efforts in combating the impact of COVID-19 on their communities, residents, and businesses;

WHEREAS, the Fiscal Recovery Fund provides local governments, including Oconee County (“County”), with significant monetary resources, purposed to assist in responding to the COVID-19 public health emergency;

WHEREAS, financial assistance received by local governments through the Fiscal Recovery Fund may be used in several different ways, including but not limited to: (1) generally responding to the COVID-19 public health emergency or its negative economic impacts; (2) providing premium pay to eligible workers; (3) replacing lost public sector revenue; and (4) making necessary investments in water, sewer, or broadband infrastructure;

WHEREAS, County has been allocated Fifteen Million, Four Hundred Fifty Thousand, Eight Hundred Seventy-Eight, and 00/100 (\$15,450,878.00) Dollars, to be received in two equal installments, one of which has been received, with the other to be received in approximately 12 months (collectively “County ARPA Funds”);

WHEREAS, the Fiscal Recovery Fund permits cooperation among units of local governments in funding allowable projects. 31 CFR Part 35. (See *Supplementary Information, Section VI. Transfers.*)

WHEREAS, the City of Westminster (“Westminster”) has requested assistance from the County in order to construct, improve, and/or repair certain water infrastructure within Westminster corporate limits, as more particularly described on the attached Exhibit A (the “Westminster Water Infrastructure Project”);

WHEREAS, the Westminster Water Infrastructure Project is a necessary water infrastructure project within Oconee County, for it will, among other things: (1) ensure a reliable supply of clean and safe drinking water to current and future residents in the subject area, (2) increase drought resiliency, (3) reduce water pressure fluctuations, (4) reduce the overall cost of service, and (5) provide potable water reserves;

WHEREAS, the County desires to assist Westminster with the Westminster Water Infrastructure Project, by contributing an amount up to One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars of County ARPA Funds.

NOW THEREFORE, be it ordained by the Oconee County Council in meeting duly assembled that:

Section 1. Appropriation. One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars of County ARPA Funds are hereby appropriated and set aside for the Westminster Water Infrastructure Project.

Section 2. Expenditures. Expenditure of funds appropriated out of County APRA Funds for the Westminster Water Infrastructure Project is approved in an amount up to One Million, Three Hundred Thousand and 00/100 (\$1,300,000.00) Dollars, subject to the following conditions:

- a) All federal requirements, specifically including applicable regulations promulgated by the United States Department of Treasury, shall be strictly adhered to in the administration of these funds.
- b) County and Westminster shall enter into a subrecipient agreement, in a form common to federal grant funding, prior to the expenditure of County ARPA

Funds for the Westminster Water Infrastructure Project. The County Administrator is authorized to execute such an agreement on the advice of the County Attorney.

- c) The subrecipient agreement shall address all matters relevant to the County's receipt of Fiscal Recovery Funds, including but not limited to regulatory compliance, accounting, reporting, audit preparation, use restrictions, and clawback provisions. 31 CFR Part 35.9.
- d) County reserves the right to discontinue the expenditure of funding appropriated for the Westminster Infrastructure Project at any time based on: (1) emergency or exigent circumstances; (2) due to lack of available funds; (3) if the Westminster Water Infrastructure Project is deemed an impermissible project, in whole or part, under ARPA, Department of Treasury regulations, or other legal authority; (4) for an actual or threatened breach of the subrecipient agreement; or (5) for convenience.

Section 4. Severability. Should any term, provision, or content of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remainder of this Ordinance.

Section 5. General Repeal. All ordinances, orders, resolutions, and actions of the Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and superseded.

Section 6. Effective Date. This Ordinance shall become effective and be in full force from and after public hearing and third reading in accordance with the Code of Ordinances of Oconee County, South Carolina.

ORDAINED in meeting, duly assembled, this ____ of _____, 2021.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chair, Oconee County Council

First Reading: June 15, 2021
Second Reading: _____
Third Reading: _____
Public Hearing: _____

EXHIBIT A



Gateway to the Mountain Lakes Region

June 4, 2021

To: Mr. Julian Davis, Oconee County Council District IV (Chairman Pro Tem)

From: Kevin Bronson, City Administrator

Subject: Request for American Rescue Plan funding

Dear Mr. Davis:

The City of Westminster is working diligently to complete an upgrade to the water system at its raw water intake on the Chauga River. Please accept this request for \$987,420 from Oconee County's American Rescue Plan allocation – or any other funding source(s) as may be appropriate for you to consider. Time is of the essence for the City to receive commitment of the funds in order to take full advantage of all warranties and anticipated, gained efficiencies.

In the spring of 2019 Westminster was awarded a low interest loan through the South Carolina Office of Regulatory Staff – Energy Office to complete the installation of water pumps (drives) on the City's water system to increase the operational efficiency of the system. Westminster expects that loan to close in the near term.

However, the City is seeking funding from Oconee County to install two VFD's (pumps) at the City's raw water intake on the Chauga River, a challenging effort given the topography at the raw water intake. The \$987,420, if received from Oconee County, will allow the installation of the VFD's by the end of the calendar year.

These funds will leverage the \$414,550 low interest loan through SC Office of Regulatory Staff – Energy Office in which 5 VFD's have already been installed and 2 more are currently being manufactured for Westminster. By installing VFD pumps Westminster is increasing the operating efficiency of the water delivery and therefore reducing future costs.

As a cost consideration Westminster understands its customers are sensitive to any cost increases. While these funds being requested from the Oconee County ARP allocation will not offset current operating costs, the outcome of the project is expected to provide future benefit by reducing the cost to operate the system. Future cost increases may be less. Please see the engineers' calculation below for calculated and anticipated savings.

A detailed budget is included to explain the additional funding necessary to complete the targeted improvements. Westminster obtained the pricing from vendors within the last four months; however, due to steep cost increases across many of the components sectors, the staff has included a 20% contingency. This is a refined request and unless there is a procurement issue or delay Westminster firmly

believes the December 31, 2021 close date is appropriate and well within its means.

Westminster is committed to full completion by December 31, 2021, sooner if funding can be secured to complete the project:

Estimated Cost /Description

\$448,000	(2) 300 hp inverter duty motors with compatible pumps
\$136,500	Wiring of (2) 300 hp motors from mezzanine up hill 300' to VFD building
\$133,900	Replacement of 24" check valve located up the hill, including new building
\$39,000	Construction of 16" X 20" climate controlled VFD/SCADA building
\$14,400	(1) transformer with KVA pad
\$1,800	Removal & disposal of existing pumps & motors.
\$16,250	SCADA wiring from VFD's to the motors on the mezzanine (running fiber optic line)
\$33,000	Site work
\$822,850	Total estimated project cost
\$164,570	20% Contingency
\$987,420	Grand Total

Engineering Report

The following information is provided by the Westminster's Electrical Engineer – Tucker Engineering Associates, Inc. - May 23, 2021

Recent improvements to Variable Frequency Drive (VFD) feature sets mean they now offer more than just their well-known energy savings capability, particularly when paired with a motor/pump system:

1. Energy Efficiency \$188,799 per year savings
2. Advanced Functionality Optimal operation determined by VFD firmware
3. Reduced Component Degradation Increased life expectancy of motors/pumps
4. System Reliability Increased reliability = less down time
5. Lower Starting Currents and avoidance of Water Pressure Shock to Water System – Another intangible cost to the City is the damage to the existing old water mains that transport the Chau River raw water to the plant when the 500HP pumps are turned on/off producing high pressure transients along the piping sometimes causing breakages. The operation of the VFDs will be a continuous lower flow rate with no excursions of water pressure on the old piping.

1. Energy Efficiency

The most obvious advantage of a VFD is the notable energy efficiency.

A typical water pump application setup uses a direct electrical supply to power a motor, which then runs the pump. The motor runs at a continuous speed regardless of the requirements placed on it by the pump because the power supply is constant. The motor/pump uses the energy output it needs from the motor; the rest is wasted.

If the motor is controlled by a VFD, the frequency of the electricity powering the motor—and hence the speed of the motor—is regulated according to the demands of the application. If less power is required from the motor at certain points in a process, then the drive adjusts the electrical frequency, slowing the motor. The aim is to ensure that the motor only generates enough energy to power the pump and no more, eliminating energy wastage. Studies have shown that a 20% reduction in motor speed can lead to

a 50% energy saving (source: GAMBICA).

For most pumps the fluid flow provided varies directly with the pump rotational speed. The input power requirement varies as the cube or third power of the speed ratio. Small decreases in equipment rotating speed or fluid flow yield significant reductions in energy use. For example, reducing speed (flow) by 20% can reduce power requirements by approximately 50%.

Given:

* Westminster Raw Water Pumps at Chau Ram River consumed 924,160 Kwh from 04/01/20 to 05/01/21 @ \$0.167/Kwh for Water Plant with payments equaling to \$154,418.08 during the year.

*PMPA Base Demand charge for the City is \$43.86/Kw.

Assuming the optimum pump/motor speed is set to approximately 20% reduction, the energy consumption could be reduced from 924,160 Kwh to 462,080 Kwh or an annual savings of \$77,167.36 for the energy cost at the Water Plant operation. Also, the reduction of the motor/pump size from 500HP or $(500\text{HP})(.736\text{Kw/HP})/(.85\text{pf}) = 432.9 \text{ Kw}$ to $(300\text{HP})(.736\text{Kw/HP})/(1.0\text{pf}) = 220.8 \text{ Kw}$ or 212.1 Kw reduction in demand. The reduction of the City base demand cost would be $(212.1 \text{ Kw})(\$43.86/\text{Kw}) = \$9,302.70/\text{mo}$ or \$111,632/yr as the PMPA billing is ratcheted. Total of Electrical costs reduction of \$188,799 per year.

2. Advanced Functionality

Drives are becoming more advanced, now offering exceptional feedback and monitoring capabilities. Sensors used to detect a wide range of variables, such as pressure, temperature or movement, can be fed into the drive control module to accurately determine the optimal output frequency and motor speed. If a given variable changes, the drive can be set-up to automatically adapt the frequency, altering the speed of the motor. Once the sensors indicate that the desired state has been achieved, the drive can then normalise its frequency.

A great example of this adaptation is temperature monitoring. A VFD can be set up to monitor motor temperature. To ensure it does not overheat, it can automatically lower the motor speed, send error signals or stop the motor altogether. This advanced functionality can improve the performance and reliability of the Chau River Pump project.

3. Reduced Component Degradation

Optimizing motor and pump performance can reduce stress on the mechanical and electrical components of a system, limiting component failure resulting from wear. By reducing the speed at which a motor is running at certain points in the process, the individual components are placed under less mechanical stress. This change also reduces stress on other components such as cables and connectors further down the line.

4. System Reliability

The VFDs selected and purchased by The City of Westminster have safety features such as short circuit protection and safety torque off (STO) functionality. These features eliminate the need for electrical components, such as motor circuit breakers and contactors, reducing the number of components and therefore costs. Reducing the number of electrical components also increases system reliability and reduces the risk of system downtime.

5. Lower Starting Currents

In comparison to a mains-powered motor with direct starting, the Westminster Raw Water Pump project VFDs will reduce the starting current by up to 80% without affecting the starting torque. By enabling

lower starting currents and spreading the —Electrical Demand Period||, the Westminster Raw Water Pump delivery demand and thus, the City of Westminster PMPA billing demand will be reduced. The VFDs are also designed to eliminate transients from entering the VFDs and also eliminate transients and/or —Standing Wave condition|| from being produced toward the motor/pumps. The resulting elimination of energy spikes (transients) also mean that failures of electrical equipment (especially the 300HP pumps) will be reduced.

Conclusion

The Westminster Raw Water Pump Project VFDs will greatly improve the reliability of the raw water delivery from the Chau River source. In addition, the VFDs should pay for themselves within a year of operation, removing any perceived investment risk for the project.

End: Tucker Engineering Associates, Inc. - May 23, 2021

Securing Funding – a Plan with Alternatives

Westminster will proceed to secure funding by requesting funding from the sources identified below.

- 1- Southeastern Rural Community Assistance Project (SERCAP - contacted Director Willie Morgan via email on May 31, 2021 with follow-ups planned the week of May 24th.
- 2- Oconee County American Rescue Plan funding - request through the local delegation to the Oconee County Council - initial conversations have taken place with follow up the week of May 24th.
- 3- Any other option presented, revealed or otherwise discovered that can be pursued – will be.
- 4- Westminster American Rescue Plan + current fund balance of the Westminster combined utility fund

Following is a restatement of the narrative that provides important information regarding the project.

2021 Conditions

In 2019, the City staff did not anticipate the complexities of replacing the raw water intake pumps with VFD's. The terrain at the raw water pumps is mountainous along a river, the terrain is steep, difficult to navigate for equipment replacement. The engineering is dated and it is difficult to match to modern equipment and requires retrofits to make the improvements possible. Provided is a number of photos that demonstrate the challenging aspects of the terrain.

Westminster in 2019 identified the use of these funds to cover VFD's to improve overall efficiency of the water system to better serve its Westminster City and Oconee County water system customers. Based on 2019 US Census data, the City of Westminster qualifies as an LMI community. Most of the service area is rural in nature.

The following is a description of the City of Westminster's water system:

The City of Westminster has owned and operated a complete water system to serve the City residents and commercial/industrial customers since 1934. The City directly serves 7,658 people via 3,281 residential taps and 52 non-residential taps (this includes people living inside City limits as well as people living in the County outside City limits). The City also serves a secondary population of 1,449 through the City's wholesale customer, TESI Total Environmental Solutions, Inc. These customers live outside City limits.

Since the beginning of the Westminster water system, there have been many changes and upgrades in

accord with available technologies to more economically operate. The following is information to support this objective to operate more economically.

The present basic constructs of the City water system are:

Two 500HP “raw water” pumps located at the Chauga River pumping station transport water to the City water treatment plant. Numerous pumps within the water plant move the water between the water treatment stages. Finished water pumps transport the treated water to the City water elevated storage tanks. These tanks maintain system pressure and store water until it is needed and distributed to the residents and commercial companies in the City.

Water treatment plant lighting, heating, and air conditioning, etc. are of “less efficient” operating costs. Each of the above constructs have opportunities for improvement in efficiency (read savings of City expense toward the Water System).

The raw water pumps are tasked to push approximately 1.5 million gallons per day over a distance of 2 miles. The flow resistance of the piping over that distance represents the horsepower needed to get that amount of water transported. If the flow rate is reduced, the energy to pump water to the treatment plant is reduced exponentially.

Instead of keeping the raw water pumps running and reducing the flow to match the City’s water demand by choking the flow with valves, electronically controlling the raw water pumps’ flow to only what is necessary during daily operation is where the huge difference of pump energy is realized (Money savings for the City).

The existing raw water pumps are capable of approximately 4 million gallons/day and the City usage is approximately 1.5 million gallons/day. It is anticipated that the aged 500HP pumps will be replaced with smaller and more efficient 300HP pumps.

In 1989, the City contracted Graves Pumps Services, Jackson, SC to install the existing pumps and motors. Over the years, they have been re-built and re-built to the point they cannot be re-built again. 6 years ago, Graves Pump Services advised the former Water Plant Superintendent to replace the pumps and motors. Unfortunately, this was not done. Fast forward 6 years and the pumps and motors are in even worse condition to the point of complete failure.

Modern “Variable Speed Drive” control systems are capable of remotely controlling (utilizing the City’s “remote data acquisition system”) the Raw Water Pumps such that the most economical flow rate from the Chau River pump station can be achieved. Modern “Variable Speed Drive” control systems are also designed to protect motors (in this case the City’s water pumps) to avoid costly motor rewinds and other costly maintenance. (Also money savings for the City).

The numerous pumps with the City water treatment system are utilized as a “choreographed” set of pumps to match the raw water pump subsystem and water treatment plant with the City water demand.

The water treatment plant water pumps presently are semi-automatic and are manually choreographed by the water plant operators.

By utilizing, the modern “Variable Speed Drive” control systems, the efficiency of the pumps are improved and more importantly, the pumps are controlled by the advanced VFD control system, which utilizes the

“remote data acquisition system” to “load follow” the City water usage, which is in synch with the raw water pump flow.

The water treatment plant finished water pumps (three 125HP) are presently VFD controlled by the water plant operators. These finished water pumps have been elevated in their efficiency by the modern VFD control system and experience the enhanced protection of the motors and expected extended life. The choreographed utilization of the finished water pumps will also reduce their energy requirements in accord with the raw water pump reduction in flow, which will also reduce their flow requirements and afford the City reduction in operational expense.

The existing City water treatment plant was constructed in 1979. The internal heating, cooling, lighting and small motor controls are very dated and much less efficient than that of more recent technologies.

Ultimately, each of the projects above would be integrated and controlled either by one central control or by distributed control such that optimum efficiency of the City water system is obtained. The City’s “Water System data retrieval system” will be interfaced with the new 300HP VFDs such that the VFDs’ data is available for overall water system optimization.

In closing, this project will bring the City of Westminster back to the standard that our customers expect and deserve. It is imperative that the City take action to replace the old and worn out pumps & motors that the new VFD’s require to operate efficiently. The current equipment can fail at any time leaving the City without a source of water to be treated by the Water Treatment Plant leaving the City without water. Removing the transformer and the 12,000 Volt primary line from the mezzanine to the top of the hill is crucial for safety as well as improved access for repairs and maintenance.

The following is a series of current photos along with a breakdown/description of the cost estimate to purchase the two new pumps and motors, wiring from the motors to the new VFD’s, new 24” check valve, new climate controlled building to house the new VFD’s, transformer with KVA pad:



Photo of existing pumps & motors on old steel platform. The platform is cantilevered out over the Chauga River. Access to this equipment is very treacherous. The cost to replace the wore out pumps & motors is \$280,000.00, delivered & installed only. The 300 HP motors will support the new ConserFund VFD's allowing us to reduce energy consumption and the ability to run the pumps at night at a much lower cost. This will also save the water that is currently pouring out of the failing pumps (wasted water & power).



View from the bottom of the hill looking up to the top of the hill where the check valve building is located. This is a 24" water line from the river intake to the water treatment plant 2 miles away. The cost of wiring from the bottom of the hill to the top of the hill is \$105,000.00



This is a photo of the building on top of the hill that houses the 24" check valve. This is also the site for the future building that will house the new VFD's.



Photo of the inside of check valve building. A new building is essential for increased security as well as lightning strike protection. Currently, the building is completely unsecured and has easy access for intruders or other sabotage.



Check valve installed in 1966. It is leaking badly as seen in the photo. This valve is critical infrastructure responsible for moving approximately 3900 gallons per minute of water from the Chauga River uphill to the Water Treatment Plant located 2 miles away. In the event the valve fails completely or even a partial fail increases the chance for water to flow backwards from the WTP reservoir all the way back down into the river. This would be catastrophic.



Photo of the current transformer location. It sits on an old steel platform. Access for maintenance or repair is treacherous. Relocating the transformer to the new VFD location will reduce potential lightning strike and improve ability to restore power quicker due to limited access at current location. By removing and relocating the primary 12,000 Volt overhead wires, the hazard for potential injury to employees is reduced. There would also be a reduced risk of environmental impact due to accidental release of oil into the river.



This is a view from the top of the hill where the check valve building is located down to the mezzanine where the pumps & motors are located. The 24" water line is partially underground.

From: Kevin Bronson <kbronson@westminstersc.org>
Date: June 14, 2021 at 3:04:28 PM EDT
To: Council District 4 <district4@oconeesc.com>
Cc: Amanda Brock <abrock@oconeesc.com>
Subject: Westminster ARP - additional funding request

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you validate the sender and know the content is safe.

Mr. Davis,

Thank you for the opportunity to add additional information to the request for Oconee County American Rescue Plan funding for the City of Westminster water system.

In my previous request via a memo through email on June 4, 2021 I submitted Westminster's request for \$987,420 to complete the installation of an upgrade to the water system's raw water intake. Please accept this email as a request for funds that, inclusive of the \$987,420, total \$1,300,000.

Westminster request \$312,580 to:

\$155,000 Engineer, permit, repair and make improvements to the plant reservoir. It is currently leaking and needs to be repaired which includes the installation of a new geo liner along the back of the impoundment;

\$65,000 filter upgrade and maintenance;

\$60,000 maintenance and repair to the piping in the pipe gallery that is in the building and the piping on site at the water plant yard;

\$32,580 Improvements and upgrades to the various plant components important to the plan operation.

All of these items are critical to providing safe and reliable drinking water to the systems customers. These improvements are also expected to improve the operational efficiency which will reduce future rate increases. Westminster believes these activities meet the provisions of the American Rescue Plan and will complete these activities within the time specified for the American Recovery Plan.

Thank you,
Kevin Bronson

STATE OF SOUTH CAROLINA

COUNTY OF OCONEE

RESOLUTION 2021-07

**A RESOLUTION RECOGNIZING AND DESIGNATING
APRIL 2021 AS FAIR HOUSING MONTH.**

WHEREAS, Oconee County desires that all of its citizens be afforded the opportunity to attain a decent, safe, and sound living environment; and

WHEREAS, Oconee County rejects discrimination on the basis of race, religion, color, sex, national origin, disability, and/or familial status in the sale, rental, or provision of housing services; and

WHEREAS, the State of South Carolina enacted the South Carolina Fair Housing Law in 1989; and

WHEREAS, April is recognized nationally as Fair Housing Month.

NOW, THEREFORE, BE IT RESOLVED, that Oconee County does hereby recognize April 2021 as Fair Housing Month and designates it as such, nunc pro tunc.

RESOLVED this ____ day of _____, 2021, in meeting duly assembled.

ATTEST:

Katie Smith
Clerk to Oconee County Council

John Elliott
Chairman, Oconee County Council

PROCUREMENT - AGENDA ITEM SUMMARY

OCONEE COUNTY, SC

COUNCIL MEETING DATE: June 15, 2021

ITEM TITLE:

Title: Used 2014 Bell B30E Articulated Water Truck

Department: Rock Quarry

Amount: \$215,000.00

FINANCIAL IMPACT:

Procurement pending approval of the FY 21-22 budget.

Finance Approval: *Jackie Price*

Budget: \$ 782,000.00

Project Cost: \$ 215,000.00 Balance: \$ 567,000.00

BACKGROUND DESCRIPTION:

This purchase is for a Used 2014 Bell B30E Articulated Water Truck. Its main use will be for dust suppression throughout the quarry. This will enable the Rock Quarry staff to meet DHEC requirements concerning particulate emissions as listed in Regulation 61-62.6, detailed in the operating permit GSOP 1820-0021. The machine is also equipped with a 50ft hose to assist in cleaning the crushing plant.

After researching the types of water trucks on the market, it has been determined that the used 2014 Bell B30E is the most cost effective machine that will meet the needs of the Oconee Quarry. Rock Quarry staff has inspected and tested this equipment and found it to be in good working condition.

SPECIAL CONSIDERATIONS OR CONCERNS:

County procedures for the purchase of used equipment have been followed. The Rock Quarry Manager, Thomas Moxley, and the Procurement Director recommend purchase of the used 2014 Bell B30E Articulated Water Truck, per the attached letters.

ATTACHMENT(S):

1. Quote National Equipment Dealers (dba: May/RHI)
2. Justification Memo from Rock Quarry Manager
3. Justification Memo from Procurement Director
4. Price Comparison Spreadsheet
5. Quotes for two (2) Used Bell B30E Water Trucks
6. Quote for New Comparable Truck
7. Pictures

STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the purchase of the Used 2014 Bell B30E Articulated Water Truck from National Equipment Dealers (dba: May/RHI) of Columbia, SC in the amount of \$215,000.00.

Submitted or Prepared by:

Tronda C. Popham
Tronda Popham, Procurement Director

Approved for Submittal to Council:

Amanda Brock
Amanda Brock, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



County of Oconee
Mr Thom Moxley

Quotation / Order
June 4, 2021

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

2014 Bell B30E Articulated Water Truck

- Mercedes 6 Cylinder, Tier IV, 316 Net HP Diesel Engine
- Allison 3400 ORS Fully Automatic Planetary Transmission
- Bell Transfer Case and Axles with High Input Limited Slip Differential
- Outboard Heavy Duty Planetary Final Drives on all Axles
- Dual Circuit, Full Hydraulic Actuation Wet Disc Brakes
- Automatic Traction Control
- Unit# 7376 S/N: B93A631ET02007219 Approx 5300 Hours
- Enclosed ROPS Cab with HVAC Climate Control
- Deluxe 10" LCD Display Monitor with Diagnostics
- Center-Mount Air Suspension Seat
- Foldaway Passenger Seat
- Reverse Camera
- Forward Work Lights
- 23.5R25 Radial Earthmover Tires

NEW ETT 6600 Gallon Water Tank:

- Hydraulic Valve Auto Fill and External and Manual Fill Top
- Manual Priming Pump
- Remote Control Water Cannon, Control and Key Pad in Cab
- Hose Reel (Enclosed)
- Light Package
- Safety Step Package for Roof Access
- Right and Left Multiple Spray Heads - Batter and Penetration Spray
- Enclosed Components to Protect from External Wear and Tear
- [Heated/Mechanical Cab Controlled Side Mirrors](#)

Oconee County Municipal Sales Price:

\$ 215,000.00

As equipped above. FOB: Walhalla, SC
Sales Tax: Oconee County





Oconee County
Quarry



Thomas Moxley
Quarry Manager

Oconee County Rock Quarry
686 Rock Crusher Road
Walhalla, SC 29691

Phone: 864-638-4214
Cell: 864-985-3953

E-mail:
tmoxley@oconeesc.com



June 4, 2021

Oconee County Procurement
415 S. Pine Street
Walhalla, SC 29691

Subject: Water Truck Purchase

Dear Tronda,

We are required to have and use a water truck daily for dust suppression at the quarry under SC DHEC Regulation 61-62.6, which is outlined beginning in section B5 of our operating permit GSOP-1820-0021.

On 6/1/21 our water truck had a pump failure. Under the terms of our permit, we have 24 hours to rectify the situation and "provide alternative(s) dust control method". We did this by creating a gravity feed system for the Terex, and also borrowing a (1200 gallon) truck from the Road Department. Neither is ideal, but through this we are within the limits prescribed by DHEC for fugitive emissions.

We are set to replace the 2000 Terex TR35 Water Truck (7000 gallon capacity) in the new budget year (FY2022). The Terex machine is far past its prime, and we have safety concerns with the machine as it is the last piece of off-road equipment we have that still uses air brakes. A failure of the air system while on the inclined slope of the haul road would be catastrophic. A failure of the water pump highlights this possibility.

We believe a late-model used truck would suit our needs at the quarry while providing a significant cost savings over purchasing a new truck. We have already demoed a Bell truck as we started the budgeting process for the upcoming purchase. The machine is suitable in every way. We recommend the purchase of this machine.

Please see the attached quotes.

Thank you for your assistance.

Sincerely,

Thomas V. Moxley



**Oconee County
Procurement Office**

Tronda C. Popham,
CPPB
Procurement Director

Oconee County Administrative
Offices
415 South Pine Street

Phone: 864.638.4141
Fax: 864.638.4142
Email:
tpopham@oconeesc.com

June 4, 2021

TO: Amanda F. Brock
FROM: Tronda C. Popham

SUBJECT: JUSTIFICATION FOR PURCHASE OF USED 2014 BELL
B30E HAUL TRUCK (WATER TRUCK) FOR THE QUARRY

Per the attached justification letter, dated June 4, 2021, from Thom Moxley, Quarry Manager, the Quarry wishes to purchase a used 2014 Bell Haul Truck from National Equipment Dealers, LLC (dba: May Heavy Equipment / RHI of Columbia, SC.

According to my discussion today with Billy Buchanan, Quarry Staff has inspected this piece of equipment and found it to be in good condition with less than 5,500 hours of use. A new Bell B30E Articulated Water Truck would cost \$419,000.00 and this used one is available for \$215,000.

Per the documentation presented, which compares the pricing of the used 2014 Bell Water Articulated Water Truck and the cost of this equipment if purchased new, I feel that we have followed all the necessary steps to recommend this as a Used Equipment purchase. I am recommending that we proceed with the purchase of the used 2014 Bell Water Articulated Water Truck for \$215,000.00, from National Equipment Dealers, LLC (dba: May Heavy Equipment / RHI of Columbia, SC.



**Used Bell B30E
for Quarry**

Vendors	May Heavy Equipment	Illinois Truck	Machinery Trader
Brand Name	Bell	Bell	Bell
Location	Columbia, SC	Morris, Illinois	Windermere, Florida
Year and Model	2014 Bell B30E	2016 Bell B30E	2015 Bell B30E
Tank Size	6600 Gallon	6000 Gallon	6000 Gallon
Current Hours	5300	2415	5761
TOTAL PRICE	\$215,000.00	\$295,000.00	\$225,000.00

2015 BELL B30E For Sale In Windermere, Florida



For Sale Price: \$225,000

Contact Information

Advantage Construction Equipment

📍 [Windermere, Florida 34786](#)

Phone: [\(502\) 716-6200](tel:(502)716-6200)

WhatsApp: [Message](#)

[Video Chat With This Dealer](#)

Contact: Howard Abell



Description

Bell B30E with 5,761 hours. Truck is equipped with a Advantage Custom Water Tank. Tank is equipped with 3 rear spray heads mounted on tank, 2 front spray heads mounted on tank. Elkhart Brass Nitro Cannon with joystick control mounted in cab, 4 X 3 water pump hydraulically driven, 1 1/2" hose reel mounted on rear of tank with 50' of 1 1/2" hose with nozzle. All controls for spray head and cannon mounted in cab for ease of operation. Inside of tank epoxy lined for rust prevention.

Specifications

Year	2015	Manufacturer	BELL
Model	B30E	Serial Number	6869
Condition	Used	Capacity	6,000 gal
Hours	5761	A/C	Yes



ILLINOIS TRUCK & Equipment

2016 BELL B30E For Sale In Morris, Illinois



For Sale Price: \$295,000

Rental Prices:

USD \$4,000/Weekly

USD \$12,000/Monthly

Contact Information

Illinois Truck & Equipment

♀ Morris, Illinois 60450

Phone: (815) 941-1900

Video Chat With This Dealer

Contact: Illinois Truck & Equipment



Description

Mercedes OM936LA 329HP Tier 4F diesel, Allison 3500PR transmission, 6WD, Michelin 23.5R 25, hand safety rails, remote jump start, keyless start, 2019 Hamilton HH6KS-AT 6000 gallon water tank, lo-pro design tank, rear and side discharge, 4x3 Berkley centrifugal pump, cannon, rear fire hose, top fill rear fill pipe, 51,050 lbs. Emissions warranty 3,000 hrs. or 4/4/21.

Specifications

Year	2016	Manufacturer	BELL
Model	B30E	Condition	Used
Capacity	6,000 gal	Hours	2415
Drive	6 WD	Horsepower	329 HP
A/C	Yes	A/C Condition	Excellent
Stock Number	Bel008		



County of Oconee
Mr Thom Moxley

Quotation / Order
June 4, 2021

Thank you for this opportunity. We would like to offer you the following for your purchase consideration. If you have any questions please do not hesitate to contact us.

NEW Bell B30E Articulated Water Truck

- Mercedes 6 Cylinder, Tier IV, Stage 5, 335 Net HP Diesel Engine
- Allison 3400 ORS Fully Automatic Planetary Transmission
- Bell Transfer Case and Axles with High Input Limited Slip Differential
- Outboard Heavy Duty Planetary Final Drives on all Axles
- Dual Circuit, Full Hydraulic Actuation Wet Disc Brakes
- Automatic Traction Control
- Operating Weight 44,500 Lbs (with Bed)
- Enclosed ROPS Cab with HVAC Climate Control
- Deluxe 10" LCD Display Monitor with Diagnostics
- Center-Mount Air Suspension Seat
- Foldaway Passenger Seat
- Reverse Camera
- Forward Work Lights
- 23.5R25 Radial Earthmover Tires

NEW ETT 6600 Gallon Water Tank:

- Hydraulic Valve Auto Fill and External and Manual Fill Top
- Manual Priming Pump
- Remote Control Water Cannon, Control and Key Pad in Cab
- Hose Reel (Enclosed)
- Light Package
- Safety Step Package for Roof Access
- Right and Left Multiple Spray Heads - Batter and Penetration Spray
- Enclosed Components to Protect from External Wear and Tear
- [Heated/Mechanical Cab Controlled Side Mirrors](#)

Oconee County Municipal Sales Price:

\$ 419,000.00

As equipped above. FOB: Walhalla, SC
Sales Tax: Oconee County









NOTES
PLANNING & ECONOMIC DEVELOPMENT
COMMITTEE MEETING
June 1, 2021
5:00 p.m.

2010 – 2020 Collision and Injury Report Presentation

Mr. Mike Smith, Planning Commission Chairman, addressed the Committee and gave a brief presentation of the 2010 – 2020 Collision and Injury Report.

- Primary contributing factors for collisions
- Frequent primary contributing factors for non-fatal injury collisions & fatal collisions
- Broad objectives for improving road-safety

Mr. Elliott made a motion, seconded by Mr. Cain, approved 2 – 0, to request the Planning Commission to develop code change recommendations to implement safety improvements.

Discussion regarding litter clean-up and education programs, including incentivized initiatives, and intergovernmental and public-private solutions

Ms. Brock addressed the Committee and gave a brief overview of the litter clean-up and education program to include:

- Choose eligible, non-profit organizations to compete in litter pickups annually
- Organizations that would be eligible include non-profit organizations, schools, businesses, or civic groups and must include the following:
 - Been in existence at least one year
 - Letter from Department of Revenue
 - Have a 501c3 and submit their latest audit and w-9
 - Liability insurance
 - Sign waivers to participate in the pickup program
- Applicants would apply for a certain number of miles
- Oconee County would be responsible for the evaluation of the application process
- Within a 12-month period, pickup weight would be recorded and kept by the County; there would be a winner that would get a designated amount more than others

Mr. Cain made a motion, seconded by Mr. Elliott, approved 2 – 0, to direct staff to begin implementation of program and bring back to full Council for presentation.

Discussion regarding Quarter 1 & Quarter 2 Economic Activity Update

Ms. Annie Caggiano, Economic Alliance President, addressed the Committee and gave a brief overview of the organizational update.

The Committee took no action on this matter.

Discussion regarding Bailey Bill recommendations

Ms. Annie Caggiano, Economic Alliance President, addressed the Committee and gave a brief presentation regarding the Bailey Bill recommendations.

Mr. Elliott made a motion, seconded by Mr. Cain, approved 2 – 0, to direct staff to coordinate with the County Attorney to work on an ordinance for the Bailey Bill and bring back to full Council.

The next Planning & Economic Development Committee meeting is scheduled for Tuesday, August 17, 2021 beginning at 4:30 p.m.



Boards & Commissions

Boards & Commissions	State / OC Code Reference	Reps [DX-At Large-Ex Office]	Co-Terminus	Term Limits	4 Year Term	Meeting Date to Appoint	John Elliott	Matthew Durham	Paul Cain	Julian Davis	Glenn Hart			
							2019-2022	2021-2024	2019-2022	2021-2024	2021-2024	2019-2022	2021-24	2019-2022
							District I	District II	District III	District IV	District V	At Large	At Large	Ex-Officio
Aeronautics Commission	2-262	5 - 2	YES	n/a	YES	Jan - March	Randy Renz [3]	Dan Suddeth [1]	Auby Perry [3]	Marion Lyles [2]	Bobby Fendley [1]	Albert Brightwell [2]	David Bryant [1]	
Ag. Advisory Board	2016-17	5 - 2 - 1	YES	n/a	YES	Jan - March	Kim Alexander [1]	Larry Cantrell [1]	Rex Blanton [1]	Ashley Townsend [1]	Charlie Whiten [1]	Debbie Sewell [2]	Tessa Moxley [1]	Kerrie Roach [1]
Arts & Historical Commission	2-321	5 - 2	YES	2X	YES	Jan - March	Aubrey Miller [1]	Ernie Lombard [1]	Thomas Jones [<1]	Melody Davis [1]	Mike Phillips [2]	Daniel Dreher [1]	Suzette Cross [2]	
Board of Zoning Appeals	38-6-1	5 - 2	YES	2X	YES	Jan - March	James Codner [2]	Gwen Fowler [2]	William Gilster [2]	Marty McKee [3]	Tim Mays [1]	John Eagar [1]	William Decker [1]	
Building Codes Appeal Board		0-7	YES	2X	YES	Jan - March	Brad Kisker [1]; James McKibben [1]; Kevin Knight [2]; John Sandifer [2]; Joshua Lusk [1]; Osceola Gilbert [1]; VACANT							
Conservation Bank Board	2-381	Appointed by Category Preferred		2X	YES	Jan - March	Laura Havran [1]	Andrew Smith [2]	D. Ryan Keese [1]	Nicholas Gambrell [1]	Scuddy Walker [1]	Emily Hitchcock [1]	Charles VanOver [1]	
Destination Oconee Action Committee														
PRT Commission [members up for reappointment due to initial stagger]	6-4-25 2-381	Appointed by Industry		2X	YES	Jan - March	Shane Smith [2]; Shawn Johnson [1]; Kevin Evans [2]			Trey Barnett [1], Riley Johnson [1], Gregory Coutu [1]			Alex Butterbaugh [1]	
Scenic Highway Committee														
Library Board	4-9-35 / 18-1	0 - 9	YES	2X	YES	Jan - March	Clifton Powell [<1]; Diane Smathers [1]; Nicklaus McKinney [1]			Shelby Henderson [1]; Allison Addison [2]; Charles Holcombe [1]; Nivia Miranda [1]; Liz Kuemmerer [1]; Monica White [1]				
Planning Commission	6-29-310 32-4	5 - 2	YES	N/A	YES	Jan - March	Mike Smith [1]	David Nix [1]	Alex Vassey [2]	Frankie Pearson [2]	Gary Gaulin [1]	Patrick Williams [1]	Mike Johnson [3]	
Anderson-Oconee Behavioral Health Services Commission	2-291	0 - 7	YES	2X	3 yr	N/A	Steve Jenkins [1], Harold Alley [1], Louie Holleman [1], Wanda Long [1], Priscilla Taylor [1], Joan Black [1], Jere DuBois [1] BHS contacts Council w/ recommendations when seats open							
Capital Project Advisory Committee (end 1.17)														
Oconee Business Education Partnership	N/A	N/A	NO	N/A	NO	January	Mr. Julian Davis, District IV							
Oconee Economic Alliance	N/A	N/A	NO	N/A	NO	January	Mr. Paul Cain, Council; Ms. Amanda Brock, County Administrator; Mr. Sammy Dickson							
Ten At The Top [TATT]				NO	NO	January	Mr. Dave Eldridge							
ACOG BOD				N/A	NO	January	Council Rep: Mr. John Elliott [yearly]; 2 yr terms Citizen Rep: Mr. Julian Davis, Minority Rep: Marta Wahlen							
Worklink Board						N/A	Worklink contacts Council w/ recommendations when seats open [Current: B. Dobbins]							

[#] - denotes term. [<2] denotes a member who has served one term and less than one half of an additional term making them eligible for one additional appointment.
 [SHADING = reappointment requested - questionnaire on file] Denotes Individual who DOES NOT WISH TO BE REAPPOINTED
 Bold Italic TEXT denotes member ineligible for reappointment - having served or will complete serving max # of terms at the end of their current term.

RECREATION

BOATS & ACCESSORIES



**2007 DuraCraft
1860 Bay
2006 MERCURY
60 EFI 4-Stroke**

Live bait tank, dual batteries,
motor guide pro trolling motor,
low range fish finder/depth,
20 foot single axle trailer by
Bear Motors detachable tongue,
no damage or defects, very low
hours on outboard motor,
sound running condition,

Ready to fish!!

\$8,600

**C a l l
864-723-7344**

LEGAL NOTICES

LEGALS

NOTICE OF SALE
BY VIRTUE OF A DECREE of the
Court of Common Pleas for Oconee
County in the case of United
Community Bank v. MaryAnn Dot-
son, et al. under Case No.
2021-CP-37-00898, I, the under-
signed, as Clerk of Court for Oconee
County, will offer for sale at public
outcry at 11:00 A.M., on Monday,
June 7, 2021, at the Oconee County
Courthouse, 205 West Main Street,
Walhalla, South Carolina, the follow-
ing described real property, to-wit:

All that certain piece, parcel or tract
of land lying and being situate in the
State of South Carolina, County of
Oconee, being known and designa-
ted as 1.223 acres, more or less, as
shown on plat of survey by Stephen
R. Edwards, PLS #19881, dated
01/08/03 and recorded 01/22/03 in
Plat Book A920, page 8, records of
Oconee County, SC.

This is the identical property con-
veyed unto Larry Dotson by deed of
Kelly M. Holbert dated 11/14/03 and
recorded in Deed Book 1313, page
225, records of Oconee County, SC.

The property described herein is
further subject to and includes any
and all rights of way and easements
heretofore granted and/or existing
upon the premises, to include those
shown on the referenced plat.

Tax Map No. 236-00-02-005

Property Address: 187 Woodfern
Road, Westminster, South Carolina

TERMS OF SALE: The sale shall be
for cash, and the highest bidder shall
be required to make a cash deposit
of five (5%) percent on the bid as
earnest money and as evidence of
good faith. If the Plaintiff is the
successful bidder at the sale, the

LEGAL NOTICES

LEGALS

Should the last and highest bidder
fail to comply with the terms of his
bid within thirty (30) days of the final
acceptance of his bid, then the
selling officer shall re-advertise and
resell the property on the same terms
on a subsequent date at the risk of
such bidder. No personal or deficien-
cy judgment being demanded, the
bidding will not remain open after the
date of sale, but compliance with the
bid may be made immediately.
Persons submitting additional bids
after the initial sale shall deposit five
(5%) percent of their bids in cash as
prescribed above. The Clerk of Court
shall promptly return all deposits
except the deposit securing the
highest bid. The successful bidder
will be required to pay interest on the
amount of the bid from date of sale to
date of compliance with the bid at the
rate provided by S.C. Code Ann. §
34-31-20 (B). The sale shall be
subject to taxes, to existing ease-
ments and restrictions, and to
homeowners association assess-
ments accruing subsequent to the
date of the deed/title issued to the
purchaser. Purchaser shall pay all
costs of recording the deed.

Note: If the Plaintiff or the Plaintiff's
representative does not appear at
the scheduled sale of the above-
referenced property, then the sale of
the property will be null, void and of
no force and effect. In such event,
the sale will be rescheduled for the
next available sales day.

Note: This sale is also made subject
to all Oconee County taxes and
existing easements and restrictions
of record.

Adams and Reese LLP
PO Box 2285
Columbia, SC 29202
(803) 212-6506
Attorneys for Plaintiff

Notice of Public Hearing
There will be a public hearing at
6pm, Tuesday, June 15, 2021 in
Oconee County Council Chambers
located at 415 South Pine Street,
Walhalla, SC 29691 for the following
ordinance:

**STATE OF SOUTH CAROLINA
OCONEE COUNTY
Ordinance 2021-13**

**AN ORDINANCE (1) APPROVING
THE ASSIGNMENT OF ONETONE
TELECOM, INC.'S INTEREST IN
THAT CERTAIN NETWORK MAS-
TER AGREEMENT, DATED JANU-
ARY 18, 2017, TO UPCOUNTRY
FIBER, LLC, A WHOLLY-OWNED
SUBSIDIARY OF BLUE RIDGE
ELECTRIC COOPERATIVE, INC.; (2)
APPROVING AN AMENDED
AND RESTATED NETWORK MAS-
TER AGREEMENT BETWEEN UP-
COUNTRY FIBER, LLC AND OCO-
NEE COUNTY; (3) AUTHORIZING
THE OCONEE COUNTY ADMINIS-
TRATOR TO EXECUTE THE AMEN-
DED AND RESTATED NETWORK
MASTER AGREEMENT; AND (4)
OTHER RELATED MATTERS.**

The City of Seneca is accepting
grant applications for the use of
Hospitality Tax monies. Approximate-
ly \$10,000 in funding is available.
The deadline to apply is Wednesday,

CLEANING

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FREE TIME**

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Claire Lee Clean

Cleaner & Brighter

Michelle Wright

864-593-6535

Claire.Lee.Clean.SC@gmail.com

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Monthly, Custom Schedule,

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

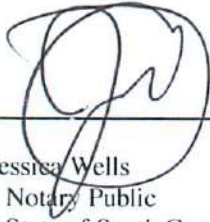
OCONEE COUNTY COUNCIL

IN RE: Notice of Public Hearing: Ordinance 2021-13

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County** and the Pendleton area of **Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 05/25/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager



Jessrea Wells
Notary Public
State of South Carolina
My Commission Expires November 12, 2030

Subscribed and sworn to before me this
05/25/2021



Jessica Lee Wells
NOTARY PUBLIC
State of South Carolina
My Commission Expires
November 13, 2030

Oconee County Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-718-1023
Fax: 864 718-1024

E-mail:
ksmith@oconeesc.com

John Elliott
Chairman
District I

Matthew Durham
District II

Paul A. Cain
Vice Chairman
District III

Julian Davis, III
Chairman Pro Tem
District IV

J. Glenn Hart
District V



The Oconee County Council will meet in 2021 on the first and third Tuesday of each month with the following exceptions:

- April, July, & August meetings, which will be **only** on the third Tuesday of each of the three months;
- December meeting, which will be **only** the first Tuesday of the month.

All Council meetings, unless otherwise noted, are held in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina.

Oconee County Council will also hold a Planning Retreat beginning at 9:00 a.m. on Friday, February 19, 2021 in Council Chambers to establish short and long term goals.

Oconee County Council will also meet on Tuesday, January 4, 2022 in Council Chambers at which point they will establish their 2022 Council and Committee meeting schedules.

Oconee County Council will also hold a Budget workshop on Friday, March 19, 2021 in Council Chambers.

Additional Council meetings, workshops, and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2021 prior to County Council meetings on the following dates/times in Council Chambers located at 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health, & Welfare Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Transportation Committee at 4:30 p.m. on the following dates: February 16, April 20, July 20, & September 21, 2021.

The Real Estate, Facilities, & Land Management Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Planning & Economic Development Committee at 4:30 p.m. on the following dates: March 16, May 18, August 17, & October 19, 2021.

The Budget, Finance, & Administration Committee at 9:00 a.m. on the following dates: February 19 [Strategic Planning Retreat] & March 19 [Budget Workshop] and 5:00 p.m. on the following dates: April 13 & May 4, 2021.

FRIDAY, JANUARY 8, 2021

Public Notice

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PUBLISHER'S AFFIDAVIT

STATE OF SOUTH CAROLINA
COUNTY OF OCONEE

OCONEE COUNTY COUNCIL

IN RE:

BEFORE ME the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of THE JOURNAL, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in Oconee County, Pickens County and the Pendleton area of Anderson County and the notice (of which the annexed is a true copy) was inserted in said papers on 01/08/2021 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.



Hal Welch
General Manager

Subscribed and sworn to before me this
01/08/2021



Aubry Bethea
Notary Public
State of South Carolina
My Commission Expires November 20, 2030





Public Comment

SIGN IN SHEET

June 15, 2021 / 6:00 PM

The Public Comment Sessions at this meeting is limited to a total of 40 minutes, 4 minutes per person. Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker.

PLEASE PRINT

	FULL NAME	PURPOSE OF COMMENT
1	PERRY Smith	I Love Oconee County!
2	MICKY HANEY	
3	Edna P. Read	
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Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.



PUBLIC HEARING SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

DATE: June 15, 2021 6:00 p.m.

Ordinance 2021-13 "AN ORDINANCE (1) APPROVING THE ASSIGNMENT OF ONETONE TELECOM, INC.'S INTEREST IN THAT CERTAIN NETWORK MASTER AGREEMENT, DATED JANUARY 18, 2017, TO UPCOUNTRY FIBER, LLC, A WHOLLY-OWNED SUBSIDIARY OF BLUE RIDGE ELECTRIC COOPERATIVE, INC.; (2) APPROVING AN AMENDED AND RESTATED NETWORK MASTER AGREEMENT BETWEEN UPCOUNTRY FIBER, LLC AND OCONEE COUNTY; (3) AUTHORIZING THE OCONEE COUNTY ADMINISTRATOR TO EXECUTE THE AMENDED AND RESTATED NETWORK MASTER AGREEMENT; AND (4) OTHER RELATED MATTERS."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

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OCONEE